

**RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT
REGULAR MEETING OF THE
BOARD OF DIRECTORS**

June 23, 2025 (6:30 p.m.)

Visitors / Depot Center
6730 Front St
Rio Linda, CA 95673

Our Mission is to provide a safe and reliable water supply in a cost-effective manner.

AGENDA

The Board may discuss and take action on any item listed on this agenda, including items listed as information items. The Board may also listen to the other items that do not appear on this agenda, but the Board will not discuss or take action on those items, except for items determined by the Board pursuant to state law to be of an emergency or urgent nature requiring immediate action. The Board may address any item(s) in any order as approved by the Board.

The public will be given the opportunity to directly address the Board on each listed item during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or any majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection at the District office at 730 L Street, Rio Linda, CA 95673. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the District office at (916) 991-1000. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

1. CALL TO ORDER, ROLL CALL, & PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT

2.1. Members of the public are invited to speak to the Board regarding items within the subject matter jurisdiction of the District that are not on the agenda or items on the consent agenda. Each speaker may address the Board once under Public Comment for a limit of 2 minutes. (Policy Manual § 2.01.160).

3. CONSENT CALENDAR (Action items: Approve Consent Calendar Items)

3.1. Minutes

May 12, 2025 (regular meeting) & June 2, 2025 (special meeting)
The Board is being asked to approve the Minutes from May 12, 2025, Regular Board Meeting and June 2, 2025, Special Board Meeting.

3.2. Expenditures

The Executive Committee recommends the Board approve the April 2025 Expenditures.

3.3. Financial Reports

The Executive Committee recommends the Board approve the April 2025 Financial Report.

4. REGULAR CALENDAR

ITEMS FOR DISCUSSION AND ACTION

4.1. GM Report.

4.1.1. The General Manager will provide his monthly report to the Board of Directors

4.2. District Engineer's Report.

4.2.1. The Contract District Engineer will provide his monthly report to the Board of Directors.

4.3. Consider Authorizing Water Rates Effective 7-1-2025 Pursuant to Resolution 2021-03.

4.4. Consider Approving the Preliminary Budget for Fiscal Year 2025/2026 and Schedule a Public Hearing for Consideration of Adopting a Final Budget.

- 4.5. Consider Providing Direction on Roles and Process for Annual Performance Evaluation of the General Manager.
- 4.6. Engagement of New General Counsel Legal Services Provider.
- 4.7. Consider Sacramento Local Agency Formation Commission (LAFCo) Nomination & Election Packet.
- 4.8. Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065.

5. INFORMATION ITEMS

5.1. District Activities Reports

5.1.1. Conservation Report

5.1.2. RLECWD General Employee Unit Memorandum of Understanding November 2024 to June 2026.

5.2. Board Member Reports

5.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065

5.2.2. Sacramento Groundwater Authority (Liverett / Cline)

5.2.3. Executive Committee – (Young/Liverett)

5.2.4. ACWA/JPIA – (Cline)

5.2.5. Diamond Communications Contract Ad Hoc (Liverett / Gifford)

6. PUBLIC COMMENT PRIOR TO CLOSED SESSION

7. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION:

7.1. *Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to § 54956.9(b): one case, alleged Brown Act violation based on May 30, 2025 Complaint Filed by Teamsters Local 150 Based on Social Media Activity by Multiple Directors.*

8. RETURN TO OPEN SESSION; DISCUSSION AND POSSIBLE ACTION REGARDING ALLEGED BROWN ACT VIOLATION REPORTED ON MAY 30, 2025

8.1. *Discuss and Consider Authorizing Board President to Sign Letter of Unconditional Commitment to Cease and Desist from Future Brown Act Violations in Response to May 30, 2025 Complaint Filed by Teamsters Local 150 Based on Social Media Activity by Multiple Directors.*

8.2. *Report of Actions Taken in Closed Session.*

9. DIRECTORS’ AND GENERAL MANAGER COMMENTS

10. ADJOURNMENT –

Upcoming meetings:

Executive Committee

July 9, 2025, Wednesday, 6:00 pm. Visitors / Depot Center, 6730 Front St. Rio Linda, CA

Board Meeting

July 28, 2025, Monday, 6:30 pm. Visitors / Depot Center, 6730 Front St. Rio Linda, CA



**Consent Calendar
Agenda Item: 3.1**

Date: June 23, 2025

Subject: Minutes

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

N/A -Minutes of Board meetings are not reviewed by committees.

Current Background and Justification:

These minutes are to be reviewed and approved by the Board of Directors.

Conclusion:

I recommend the Board review and approve (as appropriate) the minutes of meetings provided with your Board packets.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

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**MINUTES OF THE MAY 12, 2025
BOARD OF DIRECTORS REGULAR MEETING
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

The Link below provides access the video of this meeting.

<https://vimeo.com/1084052895>

1. CALL TO ORDER, ROLL CALL & PLEDGE OF ALLEGIANCE

The May 12, 2025, meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. Visitors/Depot Center 6730 Front St., Rio Linda, CA 95673. This meeting was physically open to the public.

General Manager Tim Shaw took roll call of the Board of Directors. Director Jason Green, Director Vicky Young, Director Maria Liverett, Director Anthony Cline, General Manager Tim Shaw, and Mike Vasquez, Vasquez Engineering, and legal counsel from BBK were present. Director Gifford was absent. Directors led with the pledge of allegiance. Due to the absence of Board President, Director Young led the meeting.

2. PUBLIC COMMENT-Pubic member brought to the Boards attention that the second page of the Agenda had the second page of last months agenda attached to the packets printed for the Board and the public. Legal counsel confirmed that the correct Agenda was posted to the Website and the bulletin board, so the items could still be discussed. The meeting was adjourned until the correct Agendas could be printed and given to the Board and public.

3. CONSENT CALENDAR (24:00)

3.1. April 28, 2025 Minutes

3.2 March Expenditures

3.3 March Financials

Comments/Questions – Public member asked about an expense line item and another line item had was \$20 off. Public member commented again that the agenda was still wrong.

Comments/Questions – Director Liverett stated the minutes were good.

(25:15) It was moved by Director Cline seconded by Director Green to approve the Consent Calendar. Directors Green, Young, Cline, Liverett, and voted yes. Director Gifford was absent. The motion carried by a roll call vote of 4-0-0.

4. REGULAR CALENDAR -ITEMS FOR DISCUSSION AND ACTION

4.1 GM Report (29:50)

The General Manager, Tim Shaw, provided his monthly report to the Board of Directors.

GM Shaw informed the Board that after his report was written he received a request from an individual Board member to have an agenda item added to this Agenda. Due to time constraints, and notification to an Employee, the item was not added. Director Cline asked if the item was to be tabled. GM Shaw informed the Board that the original request was from an email that the Board received from a state agency about an overdue report that essentially was not overdue but reported in manner that the District collects and reports the data.

District Engineer, Mike Vasquez, updated the Board that he did request a meeting with the Agency's employee and their supervisor, and they discussed estimating the monthly data. He followed up with an email of the discussion from that meeting, as well as to provide estimated data for prior reporting to be completed by the end of the month, although it was verbally okay but, no response was received by this meeting. He further explained that the reporting that is submitted by the employee states the information reported is accurate, but the reporting moving forward will state it is an estimation.

Comments/Questions – Director Liverett asked about penalties.

The Board took no action on this item.

4.2 Public Works Projects Report (35:34)

Mike Vasques, Vasquez Engineering report provided, General District Engineering.

Comments/Questions – Director asked the availability of the District staff to do the maintenance.

Board took no action on this item.

4.2.2. Status report on Well 15 Treatment Design (40:14)

Comments/Questions – The Directors had general questions about the project, RFP process, estimated cost of the project, and the design plans.

Board took no action on this item.

4.3 Consider Authorizing All Five RLECWD Board Members to Perform Online Banking for All District Bank Accounts. (agenda item requested by Director Liverett). (52:30)

Comments/Questions – Directors Liverett requesting access to accounts, since currently the GM has the only access on several of the District’s bank accounts. She further stated her issue is getting access to the District’s bank statements to conduct her own audit of the Districts financials. Further general discussion by the Board members.

Comments/Questions – Public member stated the full Board is already signatories on the District’s Operating Account.

4.3.1. The Board of Directors will consider authorizing themselves to perform online banking, including withdrawal, wire transfers, deposits, etc. This Board Member authority would apply to all RLECWD bank accounts.

(1:03:24) It was moved by Director Young and seconded by Director Liverett to have the signatories on the District’s bank accounts to include the General Manager, Board President, and a member of Executive Committee and any withdrawals will require the General Manager and another signatory. Directors Young, Liverett, and Cline voted yes. Director Green voted no. Director Gifford was absent. The motion carried with a roll call vote of 3-1-0.

4.4 Consider Adopting the Executive Committee Standard Operating Procedure (SOP) Proposed by Director Liverett. (agenda item requested by Director Liverett) (1:06:20)

Comments/Questions – Director Liverett and GM Shaw discussed the issues with the SOP written may contradict policies within the District’s current policy manual. Legal Counsel recommended discussing and fine tuning the SOP at the next Executive Committee meeting.

Comments/Questions – Public member made general comments.

(1:14:22) It was moved by Director Cline and seconded by Director Young that Director Liverett collaborate with the GM to fine tune the Executive Committee Standard Operating Procedure at the next Executive Committee meeting to then be presented to the full Board. Directors Young, Liverett, Green, and Cline voted yes. Director Gifford was absent. The motion carried with a roll call vote of 4-0-0.

4.5 Discuss the Upcoming Annual Budget Adoption Process (1:20:27)

Comments/Questions – General discussion and questions by the Board members.

Comments/Questions – No public comment.

Board took no action on this item.

4.6 Discuss Upcoming Need to Initiate Engagement (e.g., Request for Proposals) for Urban Water Management Plan 2025 update (1:25:03)

Comments/Questions – No Board or member comment.

(1:26:37) It was moved by Director Cline and seconded by Director Green to initiate a Request for Proposal for Urban Water Management Plan 2025 update. Directors Young, Liverett, Green and Cline voted yes. Director Gifford was absent. The motion carried with a roll call vote of 4-0-0.

4.7 Consider approving the annual list of doubtful recovery debt. (1:27:43)

Comments/Questions – General discussion by the Board.

No public comment.

(1:28:37) It was moved by Director Cline and seconded by Director Liverett to approve the annual list of doubtful recovery debt. Directors Young, Liverett, Green and Cline voted yes. Director Gifford was absent. The motion carried with a roll call vote of 4-0-0.

4.8 Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065 (1:31:29)

No action taken.

5. INFORMATION ITEMS

5.1 District Activities Reports (1:31:42)

- 5.1.1 Water Operations Report – Written report provided.
- 5.1.2 Conservation Report – Report Provided.
- 5.1.3 Leak Repair Report – Report provided.
- 5.1.4 Minor Budget Revision – Provided.
- 5.1.5 Certificate of Achievement for Excellence in Financial Reporting.

Comments/Questions - General discussion by the Board.

5.2 Board Member Report (1:34:19)

- 5.2.1 Report any ad hoc committees dissolved by requirements in Policy 2.01.065 – No action.
- 5.2.2 Sacramento Groundwater Authority – Liverett /Cline – No Meeting.
- 5.2.3 Executive Committee – Liverett, Young – Minutes provided.
- 5.2.4 ACWA/JPIA – Cline – No meeting.
- 5.2.5 MOU Renewal Negotiations Ad Hoc (Young/Cline) – On going.
- 5.2.6 Diamond Communications Contract Ad Hoc (Liverett / Cline) – Nothing to Report.

Comments/Questions – Director Liverett gave a verbal report on a groundwater contamination meeting she attended.

6. PUBLIC COMMENT PRIOR TO CLOSED SESSION (1:39:10) – Public member commented on an a non-agenda item.

7. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL -EXISTING LITIGATION AND ONGOING LABOR NEGOTIATIONS:

7.1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO § 54956.9(B): THREE CASES - GRIEVANCES FILED BY TEAMSTERS LOCAL 150 ON BEHALF OF DISTRICT EMPLOYEES ON 4-21-2025 AND 5-1-2025.

7.2. CONFERENCE WITH LABOR NEGOTIATORS AGENCY'S DESIGNATED REPRESENTATIVE: TIM SHAW EMPLOYEE ORGANIZATION: TEAMSTERS LOCAL 150

8. RETURN TO OPEN SESSION, REPORT OF ACTIONS TAKEN IN CLOSED SESSION-

Legal Counsel stated direction was given to staff with no reportable action taken.

Comments/Questions – No public.

9.DIRECTORS' AND GENERAL MANAGER COMMENTS – No comments.

10. ADJOURNMENT - The meeting was adjourned at 8:58 p.m.

Respectfully submitted,

Timothy R. Shaw, Secretary

Chris Gifford, President of the Board

DELETED

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**MINUTES OF THE JUNE 2, 2025
BOARD OF DIRECTORS SPECIAL BOARD MEETING
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

The Link below provides access the video of this meeting.

<https://vimeo.com/1090243707>

1. CALL TO ORDER, ROLL CALL

The June 2, 2025, meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:00 p.m. Visitors/Depot Center 6730 Front St., Rio Linda, CA 95673. This meeting was physically open to the public.

General Manager Tim Shaw took roll call of the Board of Directors. Director Jason Green, Director Chris Gifford, Director Vicky Young, Director Maria Liverett, Director Anthony Cline, General Manager Tim Shaw, and legal counsel from BBK were present.

2. PUBLIC COMMENT- Public member commented on the hiring of a labor attorney to deal with the unfair labor disputes before the District needs to hire a Legal Counsel.

3. REGULAR CALENDAR (2:47)

3.1 Consider Authorizing a Means of Engagement for Legal Services Consequent to Existing

Comments/Questions – Directors agreed in not having a gap in legal representation.

Comments/Questions - Public member commented on whether the Board had a chance to interview the legal firm being suggested.

(9:33) It was moved by Director Cline seconded by Director Green to authorize staff to coordinate with AALRR to prepare an agreement for legal services. Directors Green, Young, Cline, Liverett, and Gifford voted yes. The motion carried by a roll call vote of 5-0-0.

4. PUBLIC COMMENT PRIOR TO CLOSED SESSION –(15:32) No comments.

5. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL -EXISTING LITIGATION AND ONGOING LABOR NEGOTIATIONS:

5.1. Conference with Legal Counsel – Exiting Litigation

Name of Case: Unfair Labor Practice Charge filed with the Public Employee Relations Board by Teamsters Local 150 on behalf of Rio Linda Elverta Community Water District Staff on May 22, 2025

5.2. Conference with Labor Negotiators

Agency's Designated Representative: Tim Shaw

Employee Organization: Teamsters Local 150

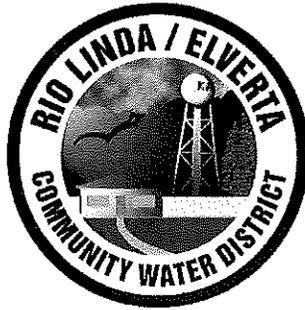
6. RETURN TO OPEN SESSION, REPORT OF ACTIONS TAKEN IN CLOSED SESSION –

Legal counsel reported direction was given to staff.

7. ADJOURNMENT – Meeting was adjourned at 6:37 p.m.

Timothy R. Shaw, Secretary

Chris Gifford, President of the Board



**Consent Calendar
Agenda Item: 3.2**

Date: June 23, 2025

Subject: Expenditures

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends Board approval of the April 2025 Expenditures report.

Current Background and Justification:

These expenditures have been completed since the last regular meeting of the Board of Directors.

Conclusion:

Board approval of the Consent Agenda incorporates approval of the April 2025 Expenditures report.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

**Rio Linda Elverta Community Water District
Expenditure Report
April 2025**

Date	Num	Name	Memo	Amount
04/02/2025	EFT	QuickBooks Payroll Service	For PP Ending 03/29/25 Pay date 04/03/25	20,663.86
04/03/2025	EFT	CalPERS	For PP Ending 03/29/25 Pay date 04/03/25	3,766.60
04/03/2025	EFT	CalPERS	For PP Ending 03/29/25 Pay date 04/03/25	1,422.50
04/03/2025	EFT	Internal Revenue Service	Employment Taxes	7,812.14
04/03/2025	EFT	Employment Development	Employment Taxes	1,635.46
04/03/2025	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,893.51
04/03/2025	EFT	Adept Solutions	Monthly Computer Maintenance	1,616.20
04/03/2025	EFT	Comcast	Telephone-Landline	122.52
04/03/2025	EFT	Ramos Oil Inc.	Transportation Fuel & Pumping Maintenance	473.82
04/03/2025	EFT	Republic Services	Utilities	194.72
04/03/2025	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
04/03/2025	EFT	RLECWD	RLECWD - Capital Improvement	52,517.00
04/03/2025	3359	Customer	Final Bill Refund	91.32
04/03/2025	3360	Customer	Final Bill Refund	203.51
04/03/2025	3361	ABS Direct	Printing & Postage & Postage	127.62
04/03/2025	3362	ACWA/JPIA Powers Insurance Authority	EAP	24.80
04/03/2025	3363	BSK Associates	Lab Fees	6,289.23
04/03/2025	3364	Buckmaster Office Solutions	Office Equipment	62.88
04/03/2025	3365	ICONIX Waterworks	Distribution Supplies	3,379.68
04/03/2025	3366	Mitch's Certified Classes	Backflow	850.00
04/03/2025	3367	Phelan, Michael	Retiree Insurance	3,150.00
04/03/2025	3368	Rio Linda Elverta Recreation & Park Dist	Meeting Expense	100.00
04/03/2025	3369	Rio Linda Hardware & Building Supply	Shop Supplies	299.68
04/03/2025	3370	RW Trucking	Distribution Supplies	830.93
04/03/2025	3371	Sierra Chemical Company	Treatment	1,504.80
04/03/2025	3372	SMUD	Utilities	14,473.34
04/03/2025	3373	Streamline	Website	100.00
04/03/2025	3374	UniFirst Corporation	Uniforms	481.92
04/03/2025	3375	Vanguard Cleaning Systems	Janitorial	195.00
04/03/2025	3376	Vasquez Engineering	Engineering - Monthly Contract	5,000.00
04/03/2025	3377	Verizon Wireless	Internet	45.30
04/03/2025	3378	WellTec Inc.	Valve Repairs	867.11
04/03/2025	3379	WellTec Inc.	Capital Improvement: Pump Replacements	11,426.61
04/16/2025	EFT	QuickBooks Payroll Service	For PP Ending 4/12/25 Pay date 4/17/25	23,774.29
04/17/2025	EFT	CalPERS	For PP Ending 4/12/25 Pay date 4/17/25	3,766.60
04/17/2025	EFT	CalPERS	For PP Ending 4/12/25 Pay date 4/17/25	1,422.50
04/17/2025	EFT	Internal Revenue Service	Employment Taxes	8,602.52
04/17/2025	EFT	Employment Development	Employment Taxes	2,008.51
04/17/2025	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,900.26
04/17/2025	EFT	Kaiser Permanente	Health Insurance	2,575.25
04/17/2025	EFT	PGE	Utilities	78.64
04/17/2025	EFT	Principal	Dental & Vision Insurance	1,852.30



Rio Linda Elverta Community Water District
Expenditure Report
April 2025

04/17/2025	EFT	Ramos Oil	Fuel	602.43
04/17/2025	EFT	Umpqua Bank Credit Card	Computer, Distribution, Office, Pumping Maint, Telephone	2,634.00
04/17/2025	EFT	Verizon Connect	Field IT	63.80
04/17/2025	EFT	Verizon	Field Communication	455.34
04/17/2025	EFT	Western Health	Health Insurance	13,032.96
04/17/2025	EFT	RLECWD	Surcharge 1 Bi-Monthly Transfer	88,553.59
04/17/2025	EFT	RLECWD	Surcharge 2 Bi-Monthly Transfer	73,639.35
04/17/2025	3380	ACWA JPIA	Workers Compensation Premiums	2,678.82
04/17/2025	3381	Sacramento County Clerk	Lien Recording Fees	140.00
04/17/2025	3382	Customer	Final Bill Refund	130.62
04/17/2025	3383	Customer	Final Bill Refund	180.30
04/17/2025	3384	ABS Direct	Printing/Postage	1,372.94
04/17/2025	3385	Best, Best & Kreger LLP	Legal February - March 2025	7,166.20
04/17/2025	3386	Chacon, Socorro	Notary	265.00
04/17/2025	3387	Corelogic Solutions	Subscription	106.09
04/17/2025	3388	Elk Grove Security Systems	Security	117.00
04/17/2025	3389	Holt of California	Construction Equipment Maintenance	9,219.03
04/17/2025	3390	ICONIX Waterworks	Distribution Supplies	2,522.50
04/17/2025	3391	Johnson Controls Fire Protection	Safety	285.41
04/17/2025	3392	Oreilly Automotive	Transportation Maintenance	362.83
04/17/2025	3393	Pacific Shredding	Office Expense	47.04
04/17/2025	3394	Rio Linda Elverta Recreation & Park	Meeting Expense	100.00
04/17/2025	3395	Spok, Inc.	Field Communication	15.80
04/17/2025	3396	WellTec, Inc.	Pumping Maintenance	1,121.37
04/23/2025	EFT	Wageworks	FSA Administration Fee	76.25
04/30/2025	EFT	QuickBooks Payroll Service	For PP Ending 04/26/25 Pay date 05/01/25	20,630.11
Total 10020 - Operating Account Budgeted Expenditures				<u>430,121.71</u>

04/03/2025	EFT	California State Disbursement Unit	Employee Garnishment	332.00
04/03/2025	3358	Teamsters	Union Dues	815.00
04/15/2025	EFT	AFLAC	Employee Funded Premiums	687.72
04/17/2025	EFT	California State Disbursement Unit	Employee Garnishment	332.00
04/30/2025	EFT	WageWorks	FSA Expenditures - Employee Funded	1,063.81
Total 10020 - Operating Account Non-Budgeted Expenditures: Employee Paid Pass-throughs				<u>3,230.53</u>

Rio Linda Elverta Community Water District
Expenditure Report
April 2025

Date	Num	Payee	Memo	Amount
04/03/2025	Transfer	RLECWD	Check Number 3379	11,426.61
10475 · Capital Improvement-Umpqua Bank				<u>11,426.61</u>





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Consent Calendar Agenda Item: 3.3

Date: June 23, 2025

Subject: Financial Reports

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends Board approval of the April 2025 Financial Reports.

Current Background and Justification:

The financial reports are for the District’s balance sheet, profit and loss, and capital improvements year to date.

These financials are to be presented to the Board of Directors to inform them of the District’s current financial condition.

Conclusion:

Board approval of the Consent Agenda incorporates approval of the April 2025 Financial Report.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____
Cline _____ Gifford _____ Green _____ Liverett _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Rio Linda Elverta Community Water District

Balance Sheet

As of April 30, 2025

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ASSETS

Current Assets

100 · Cash & Cash Equivalents	
10000 · Operating Account	
10020 · Operating Fund-Umpqua	1,972,489.67
Total 10000 · Operating Account	<u>1,972,489.67</u>
10475 · Capital Improvement	
10480 · General	936,387.12
10485 · Vehicle Replacement Reserve	37,948.49
Total 10450 · Capital Improvement	<u>974,335.61</u>
Total 100 · Non-Restricted Cash & Cash Equivalents	2,946,825.28

102 · Restricted Assets

102.2 · Restricted for Debt Service	
10700 · ZIONS Inv/Surcharge 1 Reserve	548,523.05
10300 · Surcharge 1 Account	1,172,817.74
10350 · Umpqua Bank - Revenue Bond	122,841.81
10380 · Surcharge 2 Account	588,345.80
Total 102.2 · Restricted for Debt Service	<u>2,432,528.40</u>

102.4 · Restricted Other Purposes	
10385 · Available Funding Cr6 Projects #1	474,766.10
10481 · Available Funding Cr6 Projects #2	497,030.20
10491 · Future Capital Imp Projects	1,396,267.42
10492 · Cr6 Settlement	4,115,578.47
10600 · LAIF Account - Capacity Fees	982,819.76
10650 · Operating Reserve Fund	340,018.68
Total 102.4 · Restricted Other Purposes	<u>7,806,480.63</u>

Total 102 · Restricted Assets	<u>10,239,009.03</u>
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Accounts Receivable	848.94
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Other Current Assets

12000 · Water Utility Receivable	51,245.55
12200 · Accrued Revenue	150,000.00
12250 · Accrued Interest Receivable	3,518.19
15000 · Inventory Asset	48,618.45
16000 · Prepaid Expense	47,397.27
16075 · OPEB GASB 75	4,751.00

Total Other Current Assets	<u>305,530.46</u>
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Total Current Assets	13,492,213.71
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Capital Assets

17000 · General Plant Assets	653,964.26
17100 · Water System Facilities	25,323,453.93
17300 · Intangible Assets	383,083.42
17500 · Accum Depreciation & Amort	-12,521,210.96
18000 · Construction in Progress	1,124,580.28
18100 · Land	576,672.45

Total Capital Assets	<u>15,540,543.38</u>
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Other Assets

18500 · ADP CalPERS Receivable	410,000.00
19000 · Deferred Outflows	821,741.00
19900 · Suspense Account	0.00

Total Other Assets	<u>1,231,741.00</u>
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TOTAL ASSETS	<u>30,264,498.09</u>
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Rio Linda Elverta Community Water District

Balance Sheet

As of April 30, 2025

LIABILITIES & NET POSTION

Liabilities	
Current Liabilities	
Accounts Payable	27,617.28
Other Current Liabilities	924,440.66
Total Current Liabilities	<u>952,057.94</u>
Long Term Liabilities	
23500 · Lease Buy-Back	459,522.27
25000 · Surcharge 1 Loan	2,314,710.45
25050 · Surcharge 2 Loan	1,835,040.16
26000 · Water Rev Refunding	1,187,101.00
26500 · ADP CalPERS Loan	380,000.00
29000 · Net Pension Liability	946,016.00
29500 · Deferred Inflows-Pension	112,980.00
29600 · Deferred Inflows-OPEB	37,219.00
Total Long Term Liabilities	<u>7,272,588.88</u>
Total Liabilities	8,224,646.82
Net Position	
31500 · Invested in Capital Assets, Net	10,069,591.46
32000 · Restricted for Debt Service	705,225.24
38000 · Unrestricted	6,597,086.39
Net Revenue	4,667,948.18
Total Net Position	<u>22,039,851.27</u>
TOTAL LIABILITIES & NET POSTION	<u><u>30,264,498.09</u></u>

Rio Linda Elverta Community Water District
 Operating Profit & Loss Budget Performance
 April 30, 2025

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	<u>Annual Budget</u>	<u>Apr 25</u>	<u>YTD Jul 24-Apr 25</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Revenue					
Total 40000 · Operating Revenue	3,288,300.00	163,001.31	2,558,710.39	77.81%	729,589.61
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	35.00	3.80	34.68	99.09%	0.32
Total 41110 · Investment Revenue	35.00	3.80	34.68	99.09%	0.32
41120 · Property Tax	127,000.00	0.00	76,775.65	60.45%	50,224.35
Total 41000 · Nonoperating Revenue	127,035.00	3.80	76,810.33	60.46%	50,224.67
Total Operating & Non-Operating Revenue	3,415,335.00	163,005.11	2,635,520.72	77.17%	779,814.28
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	146,000.00	6,643.60	114,133.16	78.17%	31,866.84
60100 · Personnel Services					
60110 · Salaries & Wages	886,596.00	65,351.51	670,737.01	75.65%	215,858.99
60150 · Employee Benefits & Expense	520,440.00	37,581.92	383,446.88	73.68%	136,993.12
Total 60100 · Personnel Services	1,407,036.00	102,933.43	1,054,183.89	74.92%	352,852.11
60200 · Administration	309,736.00	21,334.17	254,381.39	82.13%	55,354.61
64000 · Conservation	500.00	496.12	496.12	99.22%	3.88
65000 · Field Operations	644,400.00	27,933.41	466,485.61	72.39%	177,914.39
Total 60000 · Operating Expenses	2,507,672.00	159,340.73	1,889,680.17	75.36%	617,991.83
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	162,415.00	0.00	67,415.00	41.51%	95,000.00
69110 · Interest	39,343.00	0.00	20,175.27	51.28%	19,167.73
Total 69100 · Revenue Bond	201,758.00	0.00	87,590.27	43.41%	114,167.73
69200 · PERS ADP Loan					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,517.00	0.00	0.00	0.00%	1,517.00
Total 69100 · PERS ADP Loan	31,517.00	0.00	0.00	0.00%	31,517.00
Total 69010 · Debt Service	233,275.00	0.00	87,590.27	37.55%	145,684.73
69400 · Other Non-Operating Expense	2,300.00	0.00	0.00	0.00%	2,300.00
Capital A Total 69000 · Non-Operating Expenses	235,575.00	0.00	87,590.27	37.18%	147,984.73
Total Operating & Non-Operating Expense	2,743,247.00	159,340.73	1,977,270.44	72.08%	765,976.56
Net Revenue	672,088.00	3,664.38	658,250.28		

**Rio Linda Elverta Community Water District
Cr6 Settlement Profit & Loss Budget Performance
April 2025**

	<u>Annual Budget</u>	<u>Apr 25</u>	<u>July 24-Apr 25 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Income					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	0.00	11,699.77	20,566.83	100.0%	-20,566.83
	<u>0.00</u>	<u>11,699.77</u>	<u>20,566.83</u>	<u>100.0%</u>	<u>-20,566.83</u>
44110 · Other Non-Operating Revenue	0.00	0.00	4,095,011.64	100.0%	-4,095,011.64
Total Income	<u>0.00</u>	<u>11,699.77</u>	<u>4,115,578.47</u>	<u>100.0%</u>	<u>-4,115,578.47</u>
Gross Income	<u>0.00</u>	<u>11,699.77</u>	<u>4,115,578.47</u>	<u>100.0%</u>	<u>-4,115,578.47</u>
Net Income	<u>0.00</u>	<u>11,699.77</u>	<u>4,115,578.47</u>		

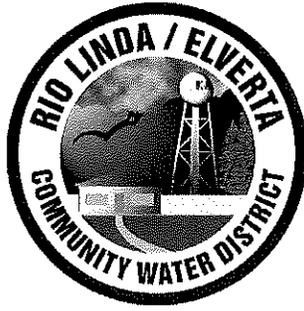
NOTE:

	Date	Amount
Beginning Balance	3/31/2025	4,103,878.70
Interest	4/30/2025	11,699.77
GL 10492 Cr6 Settlement	4/30/2025	4,115,578.47

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
CAPITAL BUDGET 2024-2025
April 2025**

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Description	Annual Budget	Apr 25	YTD		% of Annual Budget	YTD Budget Balance
			Jul 24-Apr 25			
Raising/Lowering Valve Covers	40,000.00	0.00	33,600.00		84.00%	6,400.00
Well 15 Cr6 Treatment	171,000.00	940.00	5,930.00		3.47%	165,070.00
Server Replacement	9,500.00	0.00	9,500.00		100.00%	0.00
Total Continued Ongoing Projects	220,500.00	940.00	49,030.00		22.24%	171,470.00
Annual Miscellaneous Pump Replacements	30,000.00	0.00	25,274.10		84.25%	4,725.90
Annual Small Meter Replacements	120,000.00	0.00	32,771.95		27.31%	87,228.05
Annual Large Meter Replacements	5,000.00	0.00	0.00		0.00%	5,000.00
Annual Pipeline Replacement	270,650.00	0.00	270,650.00		100.00%	0.00
Total New Annual Projects	425,650.00	0.00	328,696.05		77.22%	96,953.95
Field Truck Replacement	40,000.00	0.00	0.00		0.00%	40,000.00
Total New Projects	40,000.00	0.00	0.00		0.00%	40,000.00
Total FY 2024-25	\$686,150.00	\$940.00	\$377,726.05		55.05%	\$308,423.95



**Items for Discussion and Action
Agenda Item: 4.1**

Date: June 23, 2025
Subject: General Manager’s Report
Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

The General Manager will provide a written report of District activities over the period since the last regular Board meeting. The Board may ask for clarifications and may also provide direction in consideration of the reported activities.

Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



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Date: June 23, 2025
Subject: General Manager Report
Staff Contact: Timothy R. Shaw, General Manager

For the given month, I participated in the following recurring meetings and special events. Ongoing labor negotiations, existing & anticipated litigation and the search for a new General Counsel legal services provider demanded additional resources for this reporting period.

1. On May 13th, the Contract District Engineer and I met with Provost and Pritchard to discuss the design of the Well 15 Chromium 6 treatment facility.
2. Throughout the end of May, corresponded with the Chair regarding the notice from Legal Counsel regarding termination of the engagement.
3. June 2nd, participated in a special meeting of the RLECWD Board to (among other things) discuss the need and process for engaging a new General Counsel.
4. On June 12th an employee endured an on the job injury (minor injury). I coordinated with ACWA JPIA and the injured employee to complete all necessary workers comp. paperwork.
5. Throughout June, corresponded with legal services providers specializing in labor issues and independent investigations.
6. On June 18, Corresponded with Adept Solutions regarding dysfunction of employee remote access and new cyber security protocols being deployed.

Throughout the reporting period, additional demands for resources were incurred from:

- Corresponding with the Ad Hoc Committee and Teamsters on reaching agreement on MOU renewal. Then further correspondence on executing the MOU subsequent to Board approval.
- Addressing the continuing flow of documents being used by Teamsters for ongoing litigation.

Inflation continues to trend upward. Fuel prices have leveled off. The stock market and bond markets have endured wild swings, which can be indicators of below target returns for CalPERS pension investments, as well is substantial inflation in construction costs associated with electronic and automation components.



**Items for Discussion and Action
Agenda Item: 4.2**

Date: June 23, 2025
Subject: Public Works Projects Report
Contact: Mike Vasquez, Contract District Engineer

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

Contract District Engineer, Mike Vasquez will provide a report of District activities over the period since the last regular Board meeting. The Board may ask for clarifications and may also provide direction in consideration of the reported activities.

Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



18 June 2025

DISTRICT ENGINEER'S REPORT

To: Tim Shaw, General Manager, Rio Linda / Elverta Community Water District

From: Mike Vasquez, PE, PLS, Principal (VE), Contract District Engineer (RL/ECWD)

Subject: **District Engineer's Report for the 23 June 2025 Board of Directors Meeting**

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 08 May 2025 to 18 June 2025:

1. **Well 15 Hexavalent Chromium Treatment Project:** The General Manager, Water System Operations Superintendent, and District Engineer met with the design consultant, Provost and Pritchard, on 5/13/2025 to discuss the schematic design for the treatment facility. The District Engineer reviewed the schematic design as presented to the Board at the 5/12/2025 Board Meeting. The design consultant is currently working on a 60% design submittal, anticipated to be delivered to the District for review in August. Subsequent 90% and 100% (bid ready) submittals will follow at later dates. The District Engineer is in regular communication with the design consultant to answer Well 15 related questions. The design consultant's contract budget is \$116,706.00, of which \$17,045.30 has been spent.
2. **Hexavalent Chromium Compliance Plan:** As previously reported to the Board, a hexavalent chromium (Cr6) compliance plan for the District is due for submittal to the State Water Board by 07/01/2025 for sources that exceed the hexavalent chromium maximum contaminant level (MCL). The District Engineer prepared and discussed the plan with the Executive Committee on 6/11/2025. The plan notifies the State Water Board of the District's intent to install Cr6 treatment at Well 15, while repurposing wells with Cr6 levels above the MCL to emergency backup wells. The plan also discusses future installation of Well 12A as included in the District's Capital Improvement Program, as well as consideration for Cr6 treatment at Well 10, as necessary for system capacity needs. The District Engineer intends to meet with the State Water Board to discuss the plan at a future date to receive feedback.
3. **State Water Board Consumption Reporting:** On 5/8/2025, the General Manager asked the District Engineer to assist with coordination with the State Water Board regarding submittal of monthly District consumption data. The State Water Board had claimed that the District's Water System Operations Superintendent was not submitting monthly consumption data, when in reality the District was submitting all available bi-monthly data per the District's bi-monthly billing cycle, from the 21st of one month through the 20th of two months later. Monthly (*the first day through the last day of the calendar month*) consumption data for the District is not available, could not be provided, and could not be attested too. The District Engineer met with State Water Board Staff immediately on 5/8/2025 to discuss development of a methodology to estimate monthly consumption data. This methodology consisted of prorating bi-monthly District billing cycle consumption, while also weighting the data per monthly *production* data, which the District is able to collect. The methodology developed by the District Engineer was acceptable to the State Water Board. The District Engineer prepared a spreadsheet for estimating monthly consumption data for the period of January 2024 through March 2025 and provided it to the District's Water System Operations Superintendent to upload into the State Water Board's online

system. The estimated monthly consumption data was provided to the State Water Board on 5/29/2025, ahead of the due date of 5/30/2025. The State Water Board confirmed receipt and acceptance. Moving forward, there will be a one-month delay in submitting estimated consumption data due to the District's bi-monthly billing cycle. The State Water Board is fully aware of and accepts this submittal schedule.

4. **2025 Urban Water Management Plan (UWMP):** This District is required to submit its 2025 Urban Water Management Plan by July 2026, based on new plan guidelines to be issued by the Department of Water Resources (DWR). The UWMP supports the District's long-term resource planning to ensure that adequate water supply is available to meet existing and future water needs. A current UWMP is required for most available funding applications. Plan guidelines have not been issued by DWR, therefore preparation of the plan cannot begin yet. Once the guidelines are issued, the District should consider next steps for having the plan prepared.
5. **Urban Water Use Objective (UWUO):** The District Engineer attended two webinars conducted by the State Water Board on 5/14/2025 and 5/15/2025 that provided information on preparing the District's 2026 UWUO Annual Report, which is due on January 1, 2026. New information provided by the State Water Board during the webinars was a revised date to submit District Commercial, Industrial, and Institutional (CII) water user information from 7/1/2025 to rather be included in the Annual Report due on 1/1/2026. The required CII information is a classification to identify the top 2.5% and top 20% of overall CII users.
6. **Lowering/Raising Water Valve Box and Covers:** District Staff and the District Engineer received a notice from Sacramento County on 5/8/2025 informing the District of County plans to perform paving work on Elkhorn Boulevard from 18th Street to 26th Street beginning in August. This paving work impacts approximately 27 District owned water valves. The District is responsible to lower water valve box and covers prior to the County beginning pavement grinding operations, and then raise valve boxes and covers after new pavement is installed. In past years during County paving projects, the District has entered into agreements with the County's paving contractor to perform lowering and raising tasks. This has proven to be the most efficient and lowest cost to the District, since traffic control is already onsite for the contractor while lowering and raising County owned sewer and drainage manhole covers, and minimizes coordination during paving. District Staff and the District Engineer anticipate recommending to the Board to again engage the County's paving contractor to perform the work, once the County selects a contractor. District Water System Operations Staff does not have the capacity to perform this work. Probable cost for this work is approximately \$60,000.00, as included in the proposed 2025/2026 FY District budget.
7. **2025/2026 FY Pipeline Replacement Project:** As previously reported to the Board, a contract addendum with Rawles Engineering to include valve replacements is currently being prepared for valve replacements at up to 10 locations to increase water system operational reliability. The roads where District infrastructure exists are owned by Sacramento County, and the County reserves the right to require varying amounts of asphalt repair area at any given valve replacement location. The District Engineer is coordinating a meeting with a County inspector for the week of 6/23/2025 to determine asphalt repair areas to assess impact of overall construction costs. \$245,000 will be available to fund this work.
8. **Development Reviews:**
 - A. **Silver Glen Way (3 Residential Lots, between Silver Park Avenue and O Street, east of Rio Linda Boulevard):** District Staff and the District Engineer received a final plan submittal on 5/13/2025 from Nevada City Engineering for the installation of water

facilities on Silver Glen Way to serve three new residential lots. District Staff and the District Engineer reviewed the latest submittal and deemed the plans consistent with District Improvement Standards.

- B. **Keystone Development (3 Residential Lots, SW Corner Q ST & Front ST):** At the request of the Sacramento County Planning Department, the District Engineer reviewed a tentative subdivision map submitted by a developer for a three-lot subdivision. The District Engineer provided conditions of tentative map approval to the County on 5/12/2025 for District water system improvements required to serve the subdivision.
 - C. **Development Review Informational Note:** Per District Policy, developers must submit a \$5,000.00 plan review deposit to the District prior to the District performing any plan review. Plan review expenses exceeding \$5,000.00 are paid by the developer prior to the District signing plans. A construction inspection deposit for District inspection of water facility installation is paid by the developer prior to construction beginning. This deposit is 3% of the engineer's estimate of probable construction costs. Current capacity fees are paid by the developer prior to meter setting. The developer's contractor performs water facility installations and the District sets meters.
9. **2025/2026 Fiscal Year Budget:** The District Engineer met with the District's Accounting Specialist on two occasions and developed a projects list with proposed funding amounts that may be included for consideration in the District's draft budget for Fiscal Year 2025/2026. The draft budget will be presented by the General Manager and Accounting Specialist under separate agenda item at this Board Meeting.
10. **General District Engineer Administrative Tasks:**
- A. Attended the Sacramento Groundwater Authority Regional Contamination Issues Committee Meeting on 5/9/2025.
 - B. Prepared staff reports and attended the District's Board Meeting on 5/12/2025.
 - C. Prepared staff reports and attended the District's Executive Committee Meeting on 6/11/2025.
 - D. Meetings with the General Manager to discuss District projects and tasks on 5/8/2025, 6/3/2025, and 6/11/2025.

Please contact me at 530-682-9597, or email at gmvasquez@vasquez-engineering.com with any questions or require additional information.

Respectfully,

Mike Vasquez, PE, PLS
Principal (VE)
Contract District Engineer (RL/ECWD)



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Items for Discussion and Action Agenda Item: 4.3

Date: June 23, 2025

Subject: Confirm Rates Scheduled for Implementation on 7-1-2025

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

Although this item was discussed at the June 11th Executive Committee, the Committee intentionally withheld its recommendation for Board action.

Current Background and Justification:

The objectives for a multi-year rate adjustment and Prop 218 requirements therein involve the process of anticipating increases in the cost of service over the span of the multi-year adjustment. The obvious and most typical adjustment is for anticipated inflation in the cost of service. Fuel, electricity, admin expenses, etc., virtually never stay flat. The amount of inflation, for example, assumed in the cost-of-service analysis is 3% annually for each year of the multi-year rate structure adopted in Resolution 2018-03. If, by purely hypothetical example, the inflation was less than 3%, the Board might opt for a lower than authorized rate.

In addition to inflation adjustments, multi-year costs of service projections evaluate the anticipated increases to the cost of service due to regulatory and operational changes, e.g., water treatment requirements, regulatory mandates, planned staffing changes, etc. An example of such would be the long-range plan and process of creating a new position and stipulating the year within a multi-year rate adjustment when the new costs associated with the staffing change would materialize.

Recent RLECWD public meetings have included discussion on the topic of rescinding the RLECWD efforts and actions for creating an Administrative Manager position. A few months ago, the Executive Committee directed staff to confirm the portion of rates attributable to the cost for an Administrative Manager position. The rates study / cost of services analysis consultant provided the cost information used in the 2021 multi-year rate adjustment and further recommended a correction if the Board abandons / eliminates the Administrative Manager cost of service. Succinctly, if the Board abandons the Administrative Manager costs, the 7-1-2025 rates would be 0.5% higher than the 7-1-2024 rates. If the Board retains the Administrative Manager position costs, the 7-1-2025 rates would be approximately 4.5% higher than the 7-1-2024 rates.

Exhibit A to Resolution 2021-03 (as adopted) is included as a document associated with this item. The consultant's correspondence and an alternative Exhibit A with a 0.5% (instead of 4.5%) increase on 7-1-2025 are also a documents associated with this item.

Conclusion:

Sample motions:

1. If you support continuing the effort to create an Administrative Manager position, Move to authorize the 7-1-2025 rates as adopted in Resolution 2021-03 Exhibit A.
2. If you support abandoning the Administrative Manager cost of service, Move to authorize the 7-1-2025 rates pursuant to the recent recommendation from the Rate Study Cost of Service Analysis consultant for a 0.5% increase compared to 7-1-2024 rates.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

**TABLE 1: Proposed Bimonthly Water Rates – Normal Water Year
Rate Study / Cost of Service Study
Rio Linda Elverta Community Water District**

Meter Size	Current FY 2021	September 15, 2021	Proposed on or after				7/1/24 Rates	0.5% increase
			July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025		
5/8"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88	38.23	\$38.42
3/4"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88	38.23	\$38.42
1"	\$99.77	\$55.25	\$56.38	\$57.83	\$60.34	\$62.94	60.34	\$60.64
1.5"	\$199.53	\$105.87	\$108.03	\$110.79	\$115.60	\$120.59	115.6	\$116.18
2"	\$319.25	\$166.61	\$170.01	\$174.35	\$181.92	\$189.77	181.92	\$182.83
3"	\$698.37	\$358.95	\$366.28	\$375.63	\$391.94	\$408.84	391.94	\$393.90
4"	\$1,257.06	\$642.41	\$655.52	\$672.24	\$701.43	\$731.68	701.43	\$704.94
Inactive	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88	38.23	\$38.42

Single Family Residential Inoperable Meter Fees (fixed bimonthly fee, no additional volume charges; cold weather period is November to April; warm weather period is May to October)

5/8" - Cold Weather	\$68.61	\$69.91	\$71.80	\$74.95	\$78.18	74.95	\$75.32
5/8" - Warm Weather	\$120.93	\$123.19	\$126.52	\$132.07	\$137.94	132.07	\$132.73
3/4" - Cold Weather	\$68.61	\$69.91	\$71.80	\$74.95	\$78.18	74.95	\$75.32
3/4" - Warm Weather	\$120.93	\$123.19	\$126.52	\$132.07	\$137.94	132.07	\$132.73
1" - Cold Weather	\$88.85	\$90.57	\$92.99	\$97.06	\$101.24	97.06	\$97.55
1" - Warm Weather	\$141.17	\$143.85	\$147.71	\$154.18	\$161.00	154.18	\$154.95

Commercial, institutional, and industrial (CII) and irrigation inoperable meter rates may be based on past average consumption

Volume Rates \$/ccf

Current Rate per ccf
(over 6 ccf) \$0.81

Single Family Residential

Tier 1: 0-17 ccf	\$1.72	\$1.75	\$1.80	\$1.88	\$1.96	1.88	\$1.89
Tier 2: 17+ ccf	\$2.18	\$2.22	\$2.28	\$2.38	\$2.49	2.38	\$2.39
CII (all use)	\$1.94	\$1.98	\$2.03	\$2.12	\$2.22	2.12	\$2.13
Irrigation (all use)	\$2.22	\$2.27	\$2.33	\$2.43	\$2.54	2.43	\$2.44

Standby Fire Protection (Fixed Bimonthly Charge)

1.5"	\$4.12	\$4.12	\$4.31	\$4.50	\$4.70	\$4.91	Fire Rates Not Affected	\$4.91
4"	\$40.00	\$54.38	\$56.83	\$59.39	\$62.06	\$64.85		\$64.85
6"	\$60.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37		\$188.37
8"	\$80.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37		\$188.37

Backflow Prevention (Fixed Bimonthly Charge)

Per device	\$8.33	\$9.00	\$9.27	\$9.55	\$9.84	\$10.14		10.14
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Tim Shaw

From: Alison Lechowicz <alison@ltmuniconsultants.com>
Sent: Monday, April 21, 2025 11:02 AM
To: Tim Shaw
Subject: Re: Question on Rate Study
Attachments: Updated Cash Flow 4.21.25.docx

Hello Tim,

I hope you had a nice weekend. I've attached an updated cash flow. I deleted off the +\$120K administrative manager staff cost in FY2024. Subsequent years would only need a 0.5% rate increase rather than 4.5% (about 4.3% rate increase + 0.2% growth).

Rate revenue in FY2024 was projected to be \$2.99M. \$120,000 divided by \$2.99M is about 4%. So \$120,000 per year represents about a 4% savings to the rates.

Thanks,
Alison

On Mon, Apr 21, 2025 at 7:35 AM Tim Shaw <GM@rlecwd.com> wrote:

Alison:

Thank you for the analysis.

Can you approximate how much of the rates (percentage decrease) would have to be made if the Board (this Board in contrast to the Board existing when the rates were approved) choses to abandon the commitment to add the Administrative Manager position?

I've provided the sequential percentage increases over the span of the multi-year adjustments. The District's presumption was the at 4.34% increase on 7/1/2024 was higher than the 2.58% increase on 7/1/2023 due, in substantial part, to the planned implementation of the new Administrative Manager position.

	9/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
	\$ 35.01	\$ 35.72	\$ 36.64	\$ 38.23	\$ 39.88
% Increase over prior		2.03%	2.58%	4.34%	4.32%
	\$ 1.72	\$ 1.75	\$ 1.80	\$ 1.88	\$ 1.96
% Increase over prior		1.74%	2.86%	4.44%	4.26%

Table 22: Proposed Bimonthly Water Rates - Normal Water Year
Rate Study / Cost of Service Study
Rio Linda Elverta Community Water District

Meter Size	Current	Proposed				
	FY2021	FY2022 Sep 1, '21	FY2023 Jul 1, '22	FY2024 Jul 1, '23	FY2025 Jul 1, '24	FY2026 Jul 1, '25
5/8"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
3/4"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
1"	\$99.77	\$55.25	\$56.38	\$57.83	\$60.34	\$62.94
1.5"	\$199.53	\$105.87	\$108.03	\$110.79	\$115.60	\$120.59
2"	\$319.25	\$166.61	\$170.01	\$174.35	\$181.92	\$189.77
3"	\$698.37	\$358.95	\$366.28	\$375.63	\$391.94	\$408.84
4"	\$1,257.06	\$642.41	\$655.52	\$672.24	\$701.43	\$731.68
Inactive	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
Single Family Residential Inoperable Meter Rates (fixed bimonthly fee, no additional volume charges)						
5/8" - Cold Weather		\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
5/8" - Warm Weather		\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
3/4" - Cold Weather		\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
3/4" - Warm Weather		\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
1" - Cold Weather		\$88.85	\$90.57	\$92.99	\$97.06	\$101.24
1" - Warm Weather		\$141.17	\$143.85	\$147.71	\$154.18	\$161.00
CII and Irrigation inoperable meter rates may be based on past average consumption						
Volume Rates \$/ccf						
Current Rate per ccf (over 6ccf)	\$0.81					
Single Family Residential						
Tier 1: 0-17 ccf		\$1.72	\$1.75	\$1.80	\$1.88	\$1.96
Tier 2: 17+ ccf		\$2.18	\$2.22	\$2.28	\$2.38	\$2.49
CII (all use)		\$1.94	\$1.98	\$2.03	\$2.12	\$2.22
Irrigation (all use)		\$2.22	\$2.27	\$2.33	\$2.43	\$2.54

From: Alison Lechowicz <alison@ltmuniconsultants.com>

Sent: Friday, April 18, 2025 4:48 PM

To: Tim Shaw <GM@rlcwd.com>

Subject: Fwd: Question on Rate Study

Hello Tim,

I had to look back through my notes regarding the lumpiness of the rate adjustments. I had some communication with Deborah about this issue a few years ago. In earlier drafts of the rate study, we had proposed 4.5% level annual rate increases for all 5 years. Expenses were not increasing at exactly 4.5% every year - but 4.5% was the average increase needed to cover costs, maintain reserves, and meet the District's financial goals over 5 the year period.

After we had to delay the initial increase from July to September, the first few increases were then made higher to make up for lost revenue (i.e. spike the rate). Then, by comparison the FY2024 rate did not go up by 4.5% it only went up by 2.6%. If you look at the \$ amount of the rates for FY2024 (\$36.64) between the earlier draft with level annual increases and the final rates adopted, they are the same. It is just the first two years of the rate plan that are different. So, looking at percentages, it appears that FY2024 had less of an increase but, in reality, that year was getting back into alignment with our original proposal with level annual rate increases.

The short version is: the first few years had spiked rates to make up for the delay in implementation. Since the rates were a bit high in years 1 and 2, the year 3 increase did not have to be as much. Then in years 4 and 5, the District is back on the original plan of 4.5% annual increases.

I hope this helps,

Alison

----- Forwarded message -----

From: **Alison Lechowicz** <alison@ltmuniconsultants.com>
Date: Thu, Jun 29, 2023 at 4:05 PM
Subject: Re: Question on Rate Study
To: Deborah Denning <ddenning@rlecwd.com>

Hello Deborah,

There are a few items to note. Growth is a smaller factor - you can see in year 4 and 5 of the rate plan that the increases are not exactly 4.5% but they are close. The slight difference is due to growth picking up a piece of the revenues.

Looking through my files, we revised the rate report a few times. I have the final/most up to date version dated June 28, 2021 with the first rate increase going into effect September 15, 2021. It looks like your screenshots are from an older version of the report. I've attached the most up to date version here.

**Exhibit A
Water Rates**

**TABLE 1: Proposed Bimonthly Water Rates – Normal Water Year
Rate Study / Cost of Service Study
Rio Linda Elverta Community Water District**

Meter Size	Current FY 2021	September 15, 2021	Proposed on or after			
			July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
5/8"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
3/4"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
1"	\$99.77	\$55.25	\$56.38	\$57.83	\$60.34	\$62.94
1.5"	\$199.53	\$105.87	\$108.03	\$110.79	\$115.60	\$120.59
2"	\$319.25	\$166.61	\$170.01	\$174.35	\$181.92	\$189.77
3"	\$698.37	\$358.95	\$366.28	\$375.63	\$391.94	\$408.84
4"	\$1,257.06	\$642.41	\$655.52	\$672.24	\$701.43	\$731.68
Inactive	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88

Single Family Residential Inoperable Meter Fees (fixed bimonthly fee, no additional volume charges; cold weather period is November to April; warm weather period is May to October)

5/8" - Cold Weather	\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
5/8" - Warm Weather	\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
3/4" - Cold Weather	\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
3/4" - Warm Weather	\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
1" - Cold Weather	\$88.85	\$90.57	\$92.99	\$97.06	\$101.24
1" - Warm Weather	\$141.17	\$143.85	\$147.71	\$154.18	\$161.00

Commercial, institutional, and industrial (CII) and irrigation inoperable meter rates may be based on past average consumption

Volume Rates \$/ccf

Current Rate per ccf (over 6 ccf)	\$0.81				
Single Family Residential					
Tier 1: 0-17 ccf	\$1.72	\$1.75	\$1.80	\$1.88	\$1.96
Tier 2: 17+ ccf	\$2.18	\$2.22	\$2.28	\$2.38	\$2.49
CII (all use)	\$1.94	\$1.98	\$2.03	\$2.12	\$2.22
Irrigation (all use)	\$2.22	\$2.27	\$2.33	\$2.43	\$2.54

Standby Fire Protection (Fixed Bimonthly Charge)

1.5"	\$4.12	\$4.12	\$4.31	\$4.50	\$4.70	\$4.91
4"	\$40.00	\$54.38	\$56.83	\$59.39	\$62.06	\$64.85
6"	\$60.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37
8"	\$80.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37

Backflow Prevention (Fixed Bimonthly Charge)

Per device	\$8.33	\$9.00	\$9.27	\$9.55	\$9.84	\$10.14
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Exhibit A (continued)
Water Rates

TABLE 2: Current and Proposed Water Rates – Drought Conditions
Rate Study / Cost of Study
Rio Linda Elverta Community Water District

	Current FY2021	Proposed on or after				
		September 15, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Stage 2 Drought: 30% Conservation		Volume Rates \$/ccf				
Current Rate per ccf (over 6 ccf)	\$0.92					
Single Family Residential						
Tier 1: 0-17 ccf		\$2.34	\$2.39	\$2.45	\$2.56	\$2.67
Tier 2: 17+ ccf		\$3.00	\$3.06	\$3.14	\$3.28	\$3.43
CII (all use)		\$2.77	\$2.83	\$2.90	\$3.04	\$3.17
Irrigation (all use)		\$3.18	\$3.24	\$3.32	\$3.47	\$3.63
Stage 3 Drought: 40% Conservation						
Current Rate per ccf (over 6 ccf)	\$1.08					
Single Family Residential						
Tier 1: 0-17 ccf		\$2.69	\$2.74	\$2.81	\$2.94	\$3.07
Tier 2: 17+ ccf		\$3.46	\$3.53	\$3.62	\$3.78	\$3.95
CII (all use)		\$3.23	\$3.30	\$3.39	\$3.54	\$3.70
Irrigation (all use)		\$3.70	\$3.78	\$3.88	\$4.05	\$4.24
Stage 4 Drought: 50% Conservation						
Current Rate per ccf (over 6 ccf)	\$1.29					
Single Family Residential						
Tier 1: 0-17 ccf		\$3.18	\$3.24	\$3.32	\$3.47	\$3.62
Tier 2: 17+ ccf		\$4.10	\$4.18	\$4.29	\$4.48	\$4.68
CII (all use)		\$3.88	\$3.96	\$4.07	\$4.25	\$4.44
Irrigation (all use)		\$4.44	\$4.53	\$4.65	\$4.86	\$5.08

Agenda Item 4.3

Item 4.7 – Supplemental Analysis from Rates Study Cost of Service Consultant

Rio Linda/Elverta Community Water District

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Updated Cash Flow 4/21/25

No administrative manager for \$120,000 per year plus inflation added in FY2024

Line	Budget	Projection					
		FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
1	Beginning Fund Balance	\$773,300	\$796,800	\$737,000	\$828,000	\$919,305	\$944,179
2	Proposed Rate Increase		4.2%	8.3%	2.7%	0.5%	0.5%
3			Jul 1, 2021	Jul 1, 2022	Jul 1, 2023	Jul 1, 2024	Jul 1, 2025
4	Revenues						
5	Service Charges [1]	2,582,200	2,690,700	2,915,000	2,993,705	3,008,674	3,023,717
6	Backflow	26,500	28,300	29,500	30,400	31,300	32,200
7	Fire Protection	10,800	20,400	23,300	24,300	25,400	26,600
8	Delinquency Fees	90,000	90,000	90,000	90,000	90,000	90,000
9	Misc., interest and other fees	33,900	33,900	33,900	33,900	33,900	33,900
10	Taxes & Assessments	<u>88,500</u>	<u>88,500</u>	<u>88,500</u>	<u>88,500</u>	<u>88,500</u>	<u>88,500</u>
11	Total Revenues	2,831,900	2,951,800	3,180,200	3,260,805	3,277,774	3,294,917
12							
13	Operating Expenses		3%	3%	3%	3%	3%
14	Legal & Auditor	26,500	27,300	28,100	28,900	29,800	30,700
15	Engineering & Prof Serv.	108,500	111,800	115,200	118,700	122,300	126,000
16	Salaries and Benefits	1,150,400	1,287,000	1,323,700	1,361,500	1,400,400	1,440,500
17	Unfunded Accrued Liability	68,600	93,000	93,000	93,000	93,000	93,000
18	Administration	205,000	211,200	217,500	224,000	230,700	237,600
19	Conservation	300	0	0	0	0	0
20	Backflow Testing	3,000	3,100	3,200	3,300	3,400	3,500
21	Other Field Ops	65,400	67,400	69,400	71,500	73,600	75,800
22	Treatment	18,000	18,500	19,100	19,700	20,300	20,900
23	Pumping	230,000	230,000	236,900	244,000	251,300	258,800
24	Meter Maintenance	0	0	0	0	0	0
25	Valve Replacement	15,000	15,500	16,000	16,500	17,000	17,500
26	Transmission & Dist.	86,000	88,600	91,300	94,000	96,800	99,700
27	Transportation	<u>19,000</u>	<u>19,600</u>	<u>20,200</u>	<u>20,800</u>	<u>21,400</u>	<u>22,000</u>
28	Total Operating Expenses	1,995,700	2,173,000	2,233,600	2,295,900	2,360,000	2,426,000
29							
30	Net Operating Revenue	836,200	778,800	946,600	964,905	917,774	868,917
31							
32	Debt Service						
33	2015 Umpqua Loan	203,200	201,300	200,900	201,000	201,800	204,000
34	AMI Meter Loan	<u>58,500</u>	<u>58,500</u>	<u>58,500</u>	<u>58,500</u>	<u>58,500</u>	<u>29,300</u>
35	Total Debt	261,700	259,800	259,400	259,500	260,300	233,300
36							
37	Debt Service Coverage	3.20	3.00	3.65	3.72	3.53	3.72
38							
39	Misc Non-Operating Expense	2,000	2,100	2,200	2,300	2,400	2,500
40	Transfer to Reserve	0	0	0	0	0	0
41	Capital Improvements	<u>549,000</u>	<u>576,700</u>	<u>594,000</u>	<u>611,800</u>	<u>630,200</u>	<u>649,100</u>
42	Other Non-Operating Expenses	551,000	578,800	596,200	614,100	632,600	651,600
43							
44	Net Revenue	23,500	(59,800)	91,000	91,305	24,874	(15,983)
45	Ending Fund Balance	\$796,800	\$737,000	\$828,000	\$919,305	\$944,179	\$928,195
46							
47	Fund Target [2]	166,300	181,100	186,100	191,300	196,700	202,200
48	Target Met?	YES	YES	YES	YES	YES	YES

1 - Includes meter fees and volume rate revenues

2 - One month of operating expenses per District policy



**Items for Discussion and Action
Agenda Item: 4.4**

Date: June 23, 2025

Subject: Adopting the Fiscal Year 2025/2026 Preliminary Budget

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee discussed this item, but withheld its recommended Board action.

Current Background and Justification:

District policy prescribes a preliminary budget adoption prior to the beginning of each fiscal year. The essence of this practice is to allow for Board authorized spending after July 1st (beginning of the next fiscal year), and before the prior fiscal year end balances are available due to invoices and revenues received at or near June 30th.

The Board also customarily schedules the public hearing for consideration of adopting the final Budget at the August regular meeting.

The following item (4.3) is relevant to this item

- Confirmation of the July 2025 rates adjustment pursuant to the multi-year rates adopted in Resolution 2021-03.

Conclusion:

Sample Motion: Move to adopt the fiscal year 2025/2026 preliminary budget and further move to schedule a public hearing on August 25, 2025 to consider adoption of the final budget.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Agenda Item 4.4
 RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
 PRELIMINARY OPERATING BUDGET
 2025-2026

			2024-2025 ACTUAL JULY 24-MAR 25	2024-2025 BUDGET	2025-2026 BUDGET	DIFFERENCE	EXPLANATION
REVENUE							
	40000 OPERATING REVENUE						
	40100 Water Service Rates						
	40101	Basic Service Charge	890,198.00	1,212,965.00	1,267,563.00	54,598.00	Per Water Rate Study
	40102	Usage Charge	1,378,756.00	1,915,035.00	2,001,237.00	86,202.00	Per Water Rate Study
	40105	Backflow Charge	22,926.00	31,400.00	32,300.00	900.00	Per Water Rate Study
	40106	Fire Prevention	19,643.00	25,400.00	26,600.00	1,200.00	Per Water Rate Study
		Total Water Service Rates	2,311,523.00	3,184,800.00	3,327,700.00	142,900.00	
	40200 Water Service Fees						
	40201	Application Fees	3,300.00	6,500.00	6,500.00	0.00	
	40202	Delinquency	51,880.00	70,000.00	70,000.00	0.00	
	40209	Misc. Charges	4,972.00	7,000.00	7,000.00	0.00	
		Total Water Services	60,152.00	83,500.00	83,500.00	0.00	
	40300 Other Water Service Fees						
	40301	New Construction QC	4,743.00	4,000.00	5,000.00	1,000.00	Increased to adjust for projected revenue
	40302	Service Connection Fees	536.00	10,000.00	10,000.00	0.00	
	40304	Other Operating Revenue	18,785.00	6,000.00	6,000.00	0.00	
		Total Other Water Service Fees	24,064.00	20,000.00	21,000.00	1,000.00	
	TOTAL OPERATING REVENUE		2,395,739.00	3,288,300.00	3,432,200.00	143,900.00	
	41000 NON-OPERATING REVENUES						
	41110	Investment Revenue	31.00	35.00	35.00	0.00	
	41120	Property Taxes & Assessments	76,776.00	127,000.00	127,000.00	0.00	
	TOTAL NON-OPERATING REVENUE		76,807.00	127,035.00	127,035.00	0.00	
TOTAL REVENUE			\$2,472,546.00	\$3,415,335.00	\$3,559,235.00	143,900.00	

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**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY OPERATING BUDGET
2025-2026**

			2024-2025 ACTUAL JULY 24-MAR 25	2024-2025 BUDGET	2025-2026 BUDGET	DIFFERENCE	EXPLANATION
OPERATING EXPENSE							
60010 PROFESSIONAL FEES							
60011	General Counsel fees-Legal		\$24,120.00	\$35,000.00	\$150,000.00	\$115,000.00	Increased to adjust for projected costs
60012	Auditor Fees		26,000.00	26,000.00	23,300.00	(2,700.00)	Decreased to adjust for projected costs
60013	Engineering Services		57,370.00	85,000.00	70,000.00	(15,000.00)	Decreased to include \$60K contract plus \$10K UWUO Annual Report
60015	Other Professional Fees		0.00	0.00	50,000.00	50,000.00	Increased to include new Rate Study for 26-27
TOTAL PROFESSIONAL FEES			107,490.00	146,000.00	293,300.00	147,300.00	
60100 PERSONNEL SERVICES							
60110 Salaries & Wages							
60111	Salary - General Manager		90,336.00	134,179.00	136,250.00	2,071.00	Increased to adjust for projected cost per contract
60112	Staff Regular Wages		492,576.00	723,167.00	754,997.00	31,830.00	Increased to adjust per MOU 11-12-21; COLA 3.0% Assumed
60114	Staff Standby Pay		13,300.00	18,250.00	18,250.00	0.00	
60115	Staff Overtime Pay		9,174.00	11,000.00	11,000.00	0.00	
Total Salaries & Wages			605,386.00	886,596.00	920,497.00	33,901.00	
60150 Employee Benefits and Expenses							
60151	PERS Retirement		106,236.00	152,028.00	175,093.00	23,065.00	Increased to adjust for projected costs
60152	Workers Compensation		8,015.00	8,293.00	8,293.00	0.00	
60153	Medical & Benefit Insurance		150,332.00	239,340.00	244,440.00	5,100.00	Increased to adjust for projected costs
60154	Retirees Insurance		11,043.00	16,200.00	16,200.00	0.00	
60155	Staff Training		1,075.00	5,000.00	5,000.00	0.00	
60157	Uniforms		5,999.00	7,770.00	7,770.00	0.00	
60158	Payroll Taxes		47,993.00	69,649.00	71,850.00	2,201.00	Increased to adjust for projected costs
60159	Payroll Services		1,123.00	1,860.00	660.00	(1,200.00)	Decreased to adjust for projected costs
60160	457 Employer Contribution		14,048.00	20,300.00	20,300.00	0.00	
Total Employee Benefits and Expenses			345,864.00	520,440.00	549,606.00	29,166.00	
TOTAL PERSONNEL SERVICES			\$951,250.00	\$1,407,036.00	\$1,470,103.00	\$63,067.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY OPERATING BUDGET
2025-2026**

			2024-2025 ACTUAL JULY 24-MAR 25	2024-2025 BUDGET	2025-2026 BUDGET	DIFFERENCE	EXPLANATION
60200 ADMINISTRATION							
60205	Bank and Merchant Fees		\$1,124.00	\$1,850.00	\$1,850.00	\$0.00	
60207	Board Member/Meeting Expense		7,100.00	13,900.00	13,900.00	0.00	
60210	Building Expenses						
60211	Office Utilities		5,003.00	7,500.00	7,500.00	0.00	
60212	Janitorial		1,755.00	2,340.00	2,340.00	0.00	
60213	Maintenance		893.00	4,500.00	4,500.00	0.00	
60214	Security		351.00	500.00	500.00	0.00	
	Total Building Expenses		8,002.00	14,840.00	14,840.00	0.00	
60220	Computer & Equipment Maint.						
60221	Computer Systems		27,920.00	40,000.00	40,000.00	0.00	
60222	Office Equipment		671.00	875.00	950.00	75.00	Increased to adjust for projected costs
	Total Computer & Equipment Maint.		28,591.00	40,875.00	40,950.00	75.00	
60230	Office Expense		3,131.00	8,000.00	8,000.00	0.00	
60240	Postage and Delivery		15,402.00	23,500.00	23,500.00	0.00	
60250	Printing		7,403.00	11,500.00	8,500.00	(3,000.00)	Decreased to adjust for projected costs
60255	Meetings & Conferences		0.00	100.00	100.00	0.00	
60260	Publishing		400.00	1,500.00	1,500.00	0.00	
60270	Telephone & Internet		2,156.00	4,750.00	3,000.00	(1,750.00)	Decreased to adjust for projected costs
60430 Insurance							
60431	General Liability		25,368.00	36,100.00	40,000.00	3,900.00	Increased to adjust for projected costs 11% increase
60432	Property		10,885.00	17,102.00	19,000.00	1,898.00	Increased to adjust for projected costs 11% increase
	Total Insurance		36,253.00	53,202.00	59,000.00	5,798.00	
60500 Water Memberships							
60503	SGA		32,787.00	32,787.00	34,426.00	1,639.00	Increase per published membership rate
60504	ACWA		12,230.00	12,230.00	12,842.00	612.00	Increase includes 5% annual increase
60507	CRWA		1,582.00	1,582.00	1,661.00	79.00	Increase includes 5% annual increase
	Total Water Memberships		46,599.00	46,599.00	48,929.00	2,330.00	
60550	Permits & Fees		49,416.00	55,000.00	55,000.00	0.00	
60555	Subscriptions & Licensing		1,293.00	2,120.00	2,120.00	0.00	
60560	Elections		26,177.00	26,177.00	0.00	(26,177.00)	Decreased to adjust for election year
60565	Uncollectable Accounts		0.00	5,500.00	5,500.00	0.00	
60570	Other Operating Expenditures		0.00	323.00	500.00	177.00	Increased to adjust for projected costs
TOTAL ADMINISTRATION			\$233,047.00	\$309,736.00	\$287,189.00	(\$22,547.00)	

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**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY OPERATING BUDGET
2025-2026**

		2024-2025 ACTUAL JULY 24-MAR 25	2024-2025 BUDGET	2025-2026 BUDGET	DIFFERENCE	EXPLANATION
	64000 CONSERVATION					
	64001 Community Outreach	0.00	500.00	500.00	0.00	
	TOTAL CONSERVATION	0.00	500.00	500.00	0.00	
	65000 FIELD OPERATIONS					
	65100 Other Field Operations					
	65110 Backflow Testing	\$349.00	3,000.00	\$3,000.00	\$0.00	
	65120 Construction Equipment Maintenance	11,306.00	12,000.00	12,000.00	0.00	
	65130 Field Communication	1,998.00	3,400.00	3,400.00	0.00	
	65140 Field IT	25,854.00	35,000.00	35,000.00	0.00	
	65150 Laboratory Services	58,823.00	66,000.00	66,000.00	0.00	
	65160 Safety Equipment	1,390.00	6,000.00	6,000.00	0.00	
	65170 Shop Supplies	6,301.00	8,000.00	8,000.00	0.00	
	Total Other Field Operations	106,021.00	133,400.00	133,400.00	0.00	
	65200 Treatment	23,542.00	35,000.00	35,000.00	0.00	
	65300 Pumping					
	65310 Maintenance	21,433.00	25,000.00	25,000.00	0.00	
	65320 Electricity and Fuel	174,531.00	260,000.00	260,000.00	0.00	
	Total Pumping	195,964.00	285,000.00	285,000.00	0.00	
	65400 Transmission & Distribution					
	65410 Distribution Supplies	51,373.00	65,000.00	65,000.00	0.00	
	65430 Tank Maintenance	0.00	1,000.00	2,000.00	1,000.00	Increased for projected costs
	65440 Contract Repairs	18,600.00	53,500.00	53,500.00	0.00	
	65450 Valve Replacements	29,595.00	30,000.00	30,000.00	0.00	
	65460 Paving Repairs	0.00	14,500.00	30,000.00	15,500.00	Increased to adjust for projected costs
	Total Transmission & Distribution	99,568.00	164,000.00	180,500.00	16,500.00	
	65500 Transportation					
	65510 Fuel	10,801.00	18,000.00	18,000.00	0.00	
	65520 Maintenance	2,656.00	9,000.00	9,000.00	0.00	
	Total Transportation	13,457.00	27,000.00	27,000.00	0.00	
	TOTAL FIELD OPERATIONS	\$438,552.00	\$644,400.00	\$660,900.00	\$16,500.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY OPERATING BUDGET
2025-2026**

			2024-2025 ACTUAL JULY 24-MAR 25	2024-2025 BUDGET	2025-2026 BUDGET	DIFFERENCE	EXPLANATION
TOTAL OPERATING EXPENSES			\$1,730,339.00	\$2,507,672.00	\$2,711,992.00	\$204,320.00	
NON OPERATING EXPENSES							
	69010 Debt Service						
	69100	Revenue Bond 2015					
	69105	Revenue Bond 2015-Principle	67,415.00	162,415.00	169,641.00	7,226.00	Per Loan Payment Schedule
	69120	Interest	20,175.00	39,343.00	34,408.00	(4,935.00)	Per Loan Payment Schedule
		Total Revenue Bond 2015	87,590.00	201,758.00	204,049.00	2,291.00	
	69200	PERS ADP Loan					
	69205	Principle	0.00	30,000.00	30,000.00	0.00	Per Loan Payment Schedule
	69210	Interest	0.00	1,517.00	1,406.00	(111.00)	Per Loan Payment Schedule
		Total PERS ADP Loan	0.00	31,517.00	31,406.00	(111.00)	
		69400 Other Non Operating Expense	0.00	2,300.00	2,300.00	0.00	
TOTAL NON OPERATING EXPENSES			\$87,590.00	\$235,575.00	\$237,755.00	\$2,180.00	
TOTAL EXPENSE			\$1,817,929.00	\$2,743,247.00	\$2,949,747.00	\$206,500.00	
NET INCOME (Income-Expense)			\$654,617.00	\$672,088.00	\$609,488.00	(\$62,600.00)	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY CAPITAL BUDGET 2025-2026**

Description	2024-25 Budget	Carry-over from 2024-25	Additional in		Total Budget 2025-26
			Adopted Budget 2025-26		
Raising/Lowering Valve Covers	\$ 40,000.00	\$ 6,400.00	\$ 53,600.00		\$ 60,000.00
Well 15 Cr6 Treatment Design and CEQA	\$ 171,000.00	\$ 140,070.00	\$ -		\$ 140,070.00
Vacuum Trailer (prior year Truck Replacement	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00		\$ 90,000.00
Total Continued Ongoing Projects	\$ 251,000.00	\$ 186,470.00	\$ 103,600.00		\$ 290,070.00
Annual Miscellaneous Pump Replacements	\$ -	\$ -	\$ 30,000.00		\$ 30,000.00
Annual Small Meter Replacements	\$ -	\$ -	\$ 120,000.00		\$ 120,000.00
Annual Large Meter Replacements	\$ -	\$ -	\$ 5,000.00		\$ 5,000.00
Annual Pipeline Replacement	\$ -	\$ -	\$ 245,000.00		\$ 245,000.00
Total New Annual Projects	\$ -	\$ -	\$ 400,000.00		\$ 400,000.00
Well 15 Cr6 Treatment Bidding and Construction	\$ -	\$ -	\$ 1,100,000.00		\$ 1,100,000.00
2025 Urban Water Management Plan	\$ -	\$ -	\$ 85,000.00		\$ 85,000.00
District Office Roof	\$ -	\$ -	\$ 80,000.00		\$ 80,000.00
Total New Projects	\$ -	\$ -	\$ 1,265,000.00		\$ 1,265,000.00
Total FY 2025-26	\$ -	\$ 186,470.00	\$ 1,768,600.00		\$ 1,955,070.00



**Items for Discussion and Action
Agenda Item: 4.5**

Date: June 23, 2025

Subject: Process and Roles for Annual Performance Evaluation of General Manager

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends the same approach and same Board Member assignments as last year’s annual performance evaluation of the General Manager.

Current Background and Justification:

Last year (2024), the Board opted to assign a Board Member as facilitator for the performance review process.

The prior year (2023), Legal Counsel was substantively involved in the review process, which entailed corresponding charges by Legal Counsel. One reason for Legal Counsel involvement was the inappropriateness of having the General Manager mediate his own review. Another alternative to Legal Counsel or General Manager mediation would be to assign the role of mediator to a Board Member.

A Board Member sending out reminder emails to other Board Members encouraging completion of the evaluation form would be more cost efficient than paying Legal Counsel to do so.

Conclusion:

Sample Motion: Move to direct the same approach and same Board Member assignment as last year for conducting the annual performance evaluation of the General Manager.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



**Items for Discussion and Action
Agenda Item: 4.6**

Date: June 23, 2025

Subject: Engagement of New General Counsel Legal Services Provider

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

This item was not discussed at the 6-11-2025 Executive Committee.

Current Background and Justification:

Recent RLECWD Board meetings included discussion of the notice from current Legal Counsel terminating its engagement. Accordingly, the Board directed staff to seek expedited engagement of a new General Counsel legal services provider.

With the support and cooperation from existing Legal Counsel, and via coordination with the Chair, a robust process of evaluating qualified service providers was performed. This yielded an engagement agreement (Legal Service Agreement) with Kronick Moskovitz Tiedemann and Gerard (KMTG), Jeff Mitchell has been drafted for Board consideration.

The proposed Legal Services Agreement is a document associated with this item.

Conclusion:

Sample Motion: Move to approve the Legal Services Agreement with KMTG for General Counsel legal services.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Agenda Item 4.6

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JEFFREY A. MITCHELL, SHAREHOLDER

Jeff predominantly counsels public sector clients including cities and special districts in matters relating to land use, planning and zoning, housing, real estate, and general municipal law. He has broad experience in state and federal laws related to use and reuse of land, tax credits, development issues, and funding programs for housing and economic development projects.

OVERVIEW >

Phone: (916) 321-4591 | **Email:** jmitchell@kmtg.com

AREAS OF PRACTICE

- Municipalities and Special Districts
- Economic Development and Housing
- Groundwater Law
- General Municipal
- Brown Act and Open Meetings Compliance
- Conflicts of Interest
- Elections and Redistricting Issues
- Government Policy and Public Integrity
- California Public Records Act
- Code Enforcement
- Fees, Taxes, and Assessments
- Local Agency Formation Commissions (LAFCOs)
- Public Agency Litigation
- Public Finance

EDUCATION

J.D. University of the Pacific, McGeorge School of Law, 1990

B.A. Claremont McKenna College, 1981



LEGAL EXPERIENCE

With more than 30 years of experience, Jeff advises his clients on a wide range of day-to-day legal and contractual matters facing public entities, as well as elections law disputes, including CVRA and FAIR MAPS issues. He is an experienced negotiator and assists his clients in negotiating and drafting real estate and land use related agreements, as well as other agreements essential to the operation of public agencies. He currently serves a number of public sector clients as legal counsel, including:

- City Attorney for the City of West Sacramento
- Town Attorney for the Town of Loomis
- City Attorney for the City of Isleton
- General Counsel for the Port of West Sacramento
- General Counsel for the Capitol Area Development Authority
- General Counsel for the Sonoma County Public Library
- General Counsel for the CalSAWS Consortium
- General Counsel for the Fair Oaks Water District
- General Counsel for Florin County Water District
- General Counsel for Sierra Lakes County Water District
- General Counsel for Cooperative Personnel Services
- General Counsel for the Downtown Sacramento Revitalization Corporation
- General Counsel for the River City Stadium Finance Authority

In his capacity as counsel to these agencies, he advises on a variety of legal matters, including:

- Development and implementation of economic development plans and projects
- Land use, zoning, subdivision map act, and environmental matters
- State and federal regulations governing affordable housing projects
- General compliance with laws applicable to public agencies, including election law, the Brown Act, conflicts of interest law, and laws related to public records

PRACTICE EXAMPLES

- Jeff was involved in negotiating and drafting land acquisition, financing, and development agreements related to constructing a Triple-A minor league baseball facility (Raley Field) in West Sacramento. Other recent projects include several large master-planned subdivisions, a large retail center, and several affordable housing projects in the greater Sacramento area.
- Jeff regularly represents public clients in the negotiation and drafting of development and regulatory agreements related to housing and commercial developments, including many affordable housing and mixed-use projects. In this area, he advises clients on compliance with state and federal law, funding sources, contractual matters, and land use issues.

- As City Attorney and general counsel, Mr. Mitchell routinely handles various matters ranging from contract negotiation to litigation matters to general advice to staff and elected officials.

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PROFESSIONAL ACTIVITIES & AFFILIATIONS >

- *The Best Lawyers in America*, Municipal Law & Land Use and Zoning Law (2021-2025)
- *Northern California Super Lawyer* (2024)
- Top Lawyer, *SacTown Magazine* (2024)
- Top Lawyer, *Sacramento Magazine* (2019, 2022, 2023)
- Article Editor, *California Real Property Journal*
- Member, Urban Land Institute
- Member, American Bar Association
- Member, California State Bar Association
- California State Bar#149003

ACADEMIC BACKGROUND >

J.D. University of the Pacific, McGeorge School of Law, 1990

- Graduated with Great Distinction
- Member, Order of the Coif
- Editor-in-Chief, *Pacific Law Review*

B.A. Claremont McKenna College, 1981

NEWSROOM

11/04/24 Kronick Lawyers Included in SacTown Magazine's 2024 Top Lawyers List | *Firm Announcement*

08/27/24 Kronick Lawyers Included in 2025 Best Lawyers In America | *Firm Announcement*

07/02/24 Kronick Lawyers Included In The 2024 Northern California Super Lawyers And Rising Stars Lists | *Firm Announcement*

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("Kronick") and Rio Linda Elverta Community Water District ("Client") as of the date last set forth herein.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

1. SCOPE OF AGREEMENT

Client retains Kronick to provide legal services to Client in connection with general counsel services and other matters by mutual agreement only.

2. DUTIES OF KRONICK AND CLIENT

(a) Kronick Duties

Kronick shall provide those legal services reasonably required to represent Client in the matter described above. Kronick shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within Kronick, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

Kronick may, with Client's prior consent, select and hire attorneys, investigators, consultants and experts to assist in the preparation and presentation. While any such persons will report exclusively to Kronick to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by Client.

Kronick will provide at the client's request a copy of this Agreement and this Agreement shall be considered as a confidential document to the extent permitted by applicable law. Kronick is not obligated to perform any services for Client until Kronick has received a signed original or copy of this Agreement for Legal Services from Client.

(b) Client's Duties

Client shall be truthful with Kronick, cooperate with Kronick, keep Kronick informed of developments related to the subject matter for which Client has engaged Kronick, perform the obligations Client has agreed to perform under this Agreement, pay invoices from Kronick in a timely manner, and keep Kronick apprised of his, her, or its address, telephone number, and whereabouts.

3. BILLING RATES

Client agrees to pay for legal services at the rates set forth in the Schedule of Rates below. Kronick's fees will be calculated based on those hourly rates, billed in increments of 1/10th hour for the legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to an automatic adjustment at the beginning of each calendar year, as set forth in the Schedule of Rates

Kronick will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing. The rates applicable to work performed by Kronick depend on the nature of the work and fall into three categories: General Counsel Services, Special Counsel Services, and Reimbursable Services.

General Counsel Services include (1) attendance at regular and special meetings of the Board of Directors; (2) consultation with District and providing general legal advice on routine matters concerning operations (e.g., Brown Act, Public Records Act, Political Reform Act and conflicts of interest laws, land use, public contracting and bidding, claims for money or damages, general labor and employment advice, routine real estate transactions, district code compliance, elections, and legislative updates); and (3) reviewing staff reports, resolutions, contracts, agreements, notices, deeds, leases, and other basic legal documents.

Special counsel services include: (1) legal services not included within general counsel services; (2) complex or non-routine ordinances, contracts or agreements; (3) complex or non-routine land use, land acquisition, public works, labor and employment, or other matters; (4) litigation or administrative hearings; (5) public finance or bond matters; (6) payroll and income tax issues; (7) employee disciplinary hearings; (8) labor, employment and personnel matters that would normally be assigned to outside counsel; (9) eminent domain matters; (10) LAFCO-related work, including, annexations and sphere of influence amendments.

From time to time, the District may ask Kronick to perform legal services for which the District is entitled to seek reimbursement from third parties (e.g., reimbursable water supply and land use work for specified projects). In these circumstances, Kronick would charge a rate that more closely approximates the market rates for legal services provided to such private, third-party entities. For legal services for which the District is entitled to seek reimbursement from third parties, the Reimbursable Counsel Service rate schedule shall apply.

SCHEDULE OF RATES FOR GENERAL COUNSEL SERVICES

Shareholders/Of Counsel/Senior Counsel	\$330
Senior Associates	\$315
Associate Attorneys	\$300
Paralegals	\$215
Law Clerk/Document Clerk	\$210

SCHEDULE OF RATES FOR SPECIAL COUNSEL SERVICES

Shareholders/Of Counsel/Senior Counsel	\$380
Senior Associates	\$350
Associate Attorneys	\$325
Paralegals	\$250
Law Clerk/Document Clerk	\$235

SCHEDULE OF RATES FOR REIMBURSABLE COUNSEL SERVICES

Shareholders/Of Counsel/Senior Counsel	\$450
Senior Associates	\$420
Associate Attorneys	\$380
Paralegals	\$275
Law Clerk/Document Clerk	\$250

Our rates increase by 5%, rounded up to the nearest \$5 annually on January 1st, or by any other amount as mutually agreed during each year in which this agreement is in effect.

Expenses, including mileage, photocopying/printing and delivery charges, will also be billed. In cases with short deadlines and large volumes of documents, actual overtime expenses incurred on your time-sensitive matters by our document clerks and paralegals will be billed as expenses. These expenses are for overtime premiums only and are not included or covered by their regular Kronick rates for their non-overtime work. A detailed

schedule of these expenses can be provided upon request. Kronick's usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys, paralegals and clerks whose time is being billed. However, we have a highly sophisticated and flexible billing system, which can produce invoices specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect.

4. COSTS AND EXPENSES

Whenever practical, Client shall directly pay for major costs and expenses in addition to Kronick's fees, either by advancing such costs or expenses to Kronick, or by paying third parties directly. Upon demand, Client shall advance funds to Kronick or directly pay third parties, as specified by Kronick.

In all other cases, Client shall reimburse Kronick for all costs and expenses incurred by Kronick, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court and deposition reporters' fees, jury fees, witness fees, messenger and other delivery fees, postage, printing/photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, mediator fees, arbitrator fees, special master fees and other costs and expenses. Kronick shall itemize all costs incurred on each periodic invoice.

5. INVOICES AND PAYMENTS

Kronick shall send Client an invoice for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's invoice. Client shall pay invoices from Kronick within thirty (30) days after each invoice's date.

Kronick's invoices shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of Kronick's fees. The invoices will also clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all invoices provided by Kronick and to promptly communicate any objections, questions or concerns about their contents.

6. DISCLAIMER OF GUARANTEE OR TAX ADVICE

By signing this Agreement, Client acknowledges that Kronick has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee. Unless expressly set forth in Section 1 of this Agreement, Kronick has not been retained to provide, and will not provide any tax advice to Client.

7. DISCHARGE AND WITHDRAWAL

Client may discharge Kronick at any time upon written notice to Kronick. Kronick may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, (c) if no court action is pending, for good cause upon reasonable notice to Client or (d) as otherwise permitted by the California Rules of Professional Conduct or other applicable law. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Kronick or to follow Kronick's advice of a material matter, or any other fact or circumstance that would render Kronick's continuing representation unlawful or unethical.

If a court action, arbitration or other judicial proceeding is pending, Client shall promptly deliver to Kronick a signed substitution of counsel form at Kronick's request.

8. LEGAL ACTION UPON DEFAULT

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, Kronick may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due. Client agrees to pay interest at the rate of ten percent (10%) per annum from the date of default. Client shall be in default if it fails to pay any invoice within 30 days of the date on the invoice.

Client and Kronick agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Sacramento. Client and Kronick consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. ARBITRATION OF FEE DISPUTE

If a dispute arises between Kronick and Client regarding attorneys' fees or costs under this Agreement and Kronick files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206.

10. COMPLETION OF SERVICES

Upon the completion of Kronick's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

11. CLIENT FILES

At Client's request, upon termination of services under this Agreement, Kronick will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements) ("Client Files"). Client may also request in writing that Kronick transfer the Client Files to a third party. Kronick will release the Client Files and make them available for pick-up locally. If needed, transportation or delivery of the Client Files to another location will be arranged by the Client, who will bear the transportation costs in their entirety. Kronick is authorized to make a copy of the Client Files prior to their release for Kronick's use.

12. DESTRUCTION OF CLIENT FILE

If Client does not request the return of the Client Files, Kronick will retain the Client Files for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, Kronick may have the Client Files destroyed.

13. INSURANCE

Client is hereby informed that Kronick maintains insurance coverage including but not limited to errors and omissions, umbrella, workers' compensation and general liability.

14. AGREEMENT MODIFICATION AND INTERPRETATION

This Agreement contains the entire agreement of the Parties. This Agreement may be modified only by a written instrument signed by both parties. This Agreement shall be interpreted according to the laws of the State of California, without regard to its choice of law provisions. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of this Agreement will be severable and shall remain in effect.

15. CLIENT BILLING AND CONTACT INFORMATION

Client Contact Name: _____

Client Contact Address: _____

Client Contact Email: _____

Client Contact Phone Number: _____

Send Invoices by: Email US Mail Both

Client shall promptly notify Kronick in writing of any changes to the above information.

I understand and accept the foregoing terms, and am authorized to execute this Agreement.

Date: _____

Client

Date: _____

Jeffrey A. Mitchell, Shareholder
Kronick, Moskovitz, Tiedemann & Girard



Items for Discussion and Action
Agenda Item: 4.7

Date: June 23, 2025

Subject: Local Agency Formation Commission (LAFCo) Nomination / Election Packets

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends the Board nominate Directors Liverett and Cline for positions available in the LAFCo nomination packet.

Current Background and Justification:

All relevant details associated with the Sacramento County LAFCo nomination and election process are included in the nomination / election packets. For example, if the RLECWD Board wishes to nominate a candidate for service on the commission and/or advisory panel, the nomination / election packet directs to commensurate actions needed.

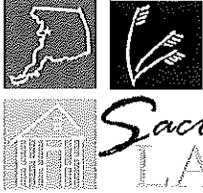
Conclusion:

Sample Motion - Move to direct staff on the submittal of a response to Sacramento County LAFCo and further authorize the nomination of Director(s) _____ as a candidate for the position of _____.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



MEMO

DATE: May 30, 2025

TO: Special District Presiding Officer

FROM: José C. Henríquez, Executive Officer 
 Sacramento Local Agency Formation Commission

SUBJECT: Election of Special District Representatives to Sacramento LAFCo
 Nominations for Special District Commissioners (Regular and Alternate Seats)

The Special District Selection Committee is electing representatives to serve on LAFCo. The seats are:

- **Regular (Voting) Special District Representative:** Serves on the Commission as a full, voting member.
- **Alternate Special District Representative:** Serves on LAFCo in a non-voting capacity; however, the Alternate can vote whenever one of the Regular members is absent, recused or ineligible to vote.

Each seat serves a new 4-year term beginning in January 1, 2026.

Due to the size of the Special District Selection Committee, it has been difficult to establish a quorum when meeting in person. Therefore, pursuant to the provisions of Government Code §56332(f), the Executive Officer has determined that the business of the Special District Selection Committee will be conducted in writing.

Special District Commissioners, Regular and Alternate Seats

This Regular, voting seat is currently held by Gay Jones of Sacramento Metropolitan Fire Protection District. Her term will expire on December 31st, 2025. The Alternate seat is held by Charlea Moore from the Rio Linda Elverta Recreation & Park District. Her term will also expire on December 31st, 2025. Each seat has a term of office of four years.

Commissioners

*Sue Frost, Rich Desmond, County Members ■■ Patrick Hume, Alternate
 Sean Looee, Iva Walton, City Members ■■ Katie Valenzuela, Jay Vandenburg, Alternates
 Chris Little, Public Member ■■ Timothy Murphy, Alternate
 Lindsey Liebig, Gay Jones, Special District Members ■■ Charlea Moore, Alternate*

Staff

*José C. Henríquez, Executive Officer ■■ Desirae Fox, Policy Analyst
 Nancy Miller, DeeAnne Gillick, Commission Counsel*

Nomination Requirements

The nomination period will be 62 days; all nominations are due in writing on or before 5:00 pm on July 31st, 2025. Nominations received after that date cannot be accepted and will be returned to your District. A nominee must be a Director from an independent special district within Sacramento County. To be valid, all nominations must include the following:

- 1) Name and district of the nominee;
- 2) Name of the nominating district; and
- 3) Signature of the Presiding Officer of the District's Board of Directors or the record of nomination made by majority vote at an official meeting of your District's Board (Resolution or Minute Order can be attached), certified by the Board Secretary, Board Clerk or District Manager.

Please submit a statement of qualifications (not to exceed one page) for each nominee.

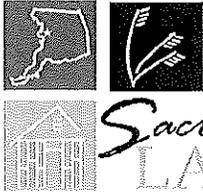
Special District Representative Election (to be held after August 1, 2025)

Once the nomination period is closed, the Executive Officer will prepare and distribute, by certified mail or by email, one ballot listing valid candidates and voting instructions to each Independent Special District. The one-page statement of qualifications, if provided, will be included as submitted. The ballot will include the names of all nominees submitted for these positions. The Districts must return their ballot to the Executive Officer by the date specified in the voting instructions, which will be at least 30 days from the date the ballots were distributed. Any ballot received after the specified date will not be valid.

Within 14 days of the election date, the Executive Officer will announce the winner of the most votes.

If you have any questions, please contact the LAFCo office at (916) 874-6458.

Enclosure: Election Nomination Ballot
Government Code §56332



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SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458
www.saclafco.org

SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCo, Regular and Alternate

Position	Nominee's Name	Originating District

SIGNATURE OF PRESIDING OFFICER: _____
(Original Signature Required)

Note: *Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.*

PRINTED NAME OF PRESIDING OFFICER: _____
(Required)

NAME OF NOMINATING DISTRICT: _____

MINUTES ATTACHED (Optional): Yes No

NOMINEE IS RUNNING FOR POSITION: Regular (Voting) Alternate

Attest:

District Secretary, Clerk or General Manager

**Nominations must be received by LAFCO before
5:00 p.m. on July 31, 2025**

Return to:

Sacramento LAFCo (clerk@saclafco.org or at the address above)

Commissioners

*Sue Frost, Rich Desmond, County Members ■■ Patrick Hume, Alternate
Sean Loloee, Iva Walton, City Members ■■ Katie Valenzuela, Jay Vandenburg, Alternates
Chris Little, Public Member ■■ Timothy Murphy, Alternate
Lindsey Liebig, Gay Jones, Special District Members ■■ Charlea Moore, Alternate*

Staff

*José C. Henríquez, Executive Officer ■■ Desirae Fox, Policy Analyst
Nancy Miller, DeeAnne Gillick, Commission Counsel*



GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] (*Title 5 added by Stats. 1949, Ch. 81.*)

DIVISION 3. CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000 [56000 - 57550] (*Heading of Division 3 amended by Stats. 2001, Ch. 388, Sec. 1.*)

PART 2. LOCAL AGENCY FORMATION COMMISSION [56300 - 56430] (*Part 2 added by Stats. 1985, Ch. 541, Sec. 3.*)

CHAPTER 2. Formation of Commission and Selection of Commissioners [56325 - 56337] (*Chapter 2 added by Stats. 1985, Ch. 541, Sec. 3.*)

56332. (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of which he or she is the presiding officer or his or her alternate as designated by the governing body. Members representing a majority of the eligible districts shall constitute a quorum.

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

- (1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.
- (2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.
- (3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.
- (4) Upon the adoption of a resolution of intention pursuant to Section 56332.5.
- (5) Upon receipt of a written request by one or more members of the selection committee notifying the executive officer of the need to appoint a member representing independent special districts on an oversight board pursuant to paragraph (3) of subdivision (j) of Section 34179 of the Health and Safety Code.

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

- (1) The executive officer may prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.
- (2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. This paragraph shall be operative only if the written notice of the meeting provided pursuant to subdivision (b) discloses that, if nominations are received for only one candidate by the end of the nominating period, the candidate shall be deemed appointed and the meeting may be cancelled.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible

district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

(3) The call for nominations, ballots, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive officer may transmit materials by electronic mail. All notices and election materials shall be addressed to the presiding officer, care of the clerk of the district.

(4) Nominations and ballots may be returned to the executive officer by electronic mail.

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. The executive officer shall announce the results of the election within seven days of the date specified.

(7) For a vote on special district representation to be valid, at least a quorum of the special districts must submit valid ballots to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. By majority vote of those district representatives voting on the issue, the selection committee shall either accept or deny representation. The executive officer shall announce the results of the election within seven days of the date specified.

(8) All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

(g) For purposes of this section, "executive officer" means the executive officer or designee as authorized by the commission.
(Amended by Stats. 2018, Ch. 86, Sec. 6. (AB 3254) Effective January 1, 2019.)



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**Items for Discussion and Action
Agenda Item: 4.8**

Date: June 23, 2025

Subject: Authorize any new Board Member Assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A, this is a standing item on all regular meeting agendas.

Current Background and Justification:

District policy and various statutes stipulate Board approval of any Board Member assignments. Generally, this is a standing item, which occurs on every regular meeting agenda.

Conclusion:

I recommend the Board consider approving any specific nominations and assignments as may be deemed necessary and appropriate.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



Information Items Agenda Item: 5.1

Date: June 23, 2025

Subject: District Reports

Staff Contact: Timothy R. Shaw, General Manager

DISTRICT ACTIVITY REPORTS

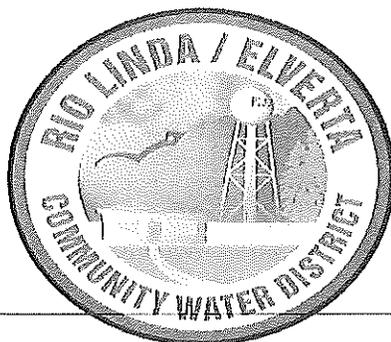
1. Conservation Summary
2. RLECWD General Employee Unit Mou November 2024 to June 2026



Conservation Report May 2025



Supplies (kits):	Shower heads(0) Kitchen Aerators(0) Bathroom Aerators(1) Shower Timer(0) Nozzle(1) Toilet Tabs(23) Moisture Meters(0) Retro-Fit Kits(0) Welcome Kits(0) Kids Kit(1)
Water Waste (calls, emails, letter, leaks detected, and fixed):	0 Water Waste Letter(s) 216 contacts about possible leaks using the AMI system -5 were called, 0 were mailed, 211 were emailed, 0 tag were hung
Water Schedule:	None
Surveys	0
Workshops, Webinar, Meetings:	None
Fines:	None
Other Tasks:	<ul style="list-style-type: none"> ● Assisted with new customers ● Created/completed work orders ● Disconnect properties with no service application ● Notified and offered customers the ACH payment method ● Closed accounts and final billed customers ● Mailed out application requests to new owners ● Scanned and uploaded documents into UMS ● Verbal Demands ● Processed Bills for 5/20 Billing Cycle ●
Grant Updates:	None



MEMORANDUM OF UNDERSTANDING

November 12, 2024 to June 2, 2026



THE RIO LINDA/ELVERTA
COMMUNITY WATER
DISTRICT

AND

THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT GENERAL
UNIT

730 L Street Rio Linda, CA 95673

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ARTICLE 1. PURPOSE

Section 1.01 It is the purpose of this Memorandum of Understanding (also referred to herein as “MOU” and “Agreement”) to promote and provide for harmonious relations, cooperation and understanding between Rio Linda/Elverta Community Water District (referred to hereinafter as “Employer” or “District”) and the Rio Linda/Elverta Community Water District General Unit (referred to hereinafter as “Union”) and the employees covered herein; to provide orderly means of attempting to resolve misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions, of employment of the employees covered hereby.

The negotiations for this MOU included the mutual agreement that some subject matter is better suited for inclusion as policies in the Personnel Handbook, e.g. the teleworking. The parties have agreed that the employer will implement and incorporate the following policy into the Personnel Handbook:

- Telework

The parties agree the District’s Personnel Handbook shall be applicable to bargaining unit employees, provided, however, that to the extent any policy contained in the District’s Personnel Handbook is in conflict with the provisions of this MOU, the provisions of the MOU shall prevail. Further, revisions to any policy having an impact on wages, benefits and working conditions remain subject to meet and confer requirements. The provisions of this MOU and the District Personnel Handbook shall be interpreted and administered in accordance with state and federal law.

ARTICLE 2. NON-DISCRIMINATION

Section 2.01 The District and the Union agree not to discriminate against any employee for employment on account of his/her race, color, sex, veteran status, national origin, age, marital status, mental or physical disability, religion, sexual orientation, medical condition, gender identification, genetic background, military status, membership in the Union, or because of any lawful activities on behalf of the Union.

ARTICLE 3. IMPLEMENTATION

Section 3.01 This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the District's Board of Directors. This Memorandum of Understanding shall not be binding upon the parties in whole or in part unless and until said Board of Directors formally approves said Memorandum of Understanding. Additionally, this MOU shall not be binding in whole or in part unless and until it is ratified by a simple majority of Union members.

Section 3.02 Signing Bonus -On or about the first pay period following the full execution of this memorandum of understanding, the District will pay each represented employee one percent (1%) of base annual salary earning at least \$100,000.00 per year and a lump sum of one thousand dollars (\$1,000.00) earning less than \$100,000.00 per year. This is a one-time, lump-sum payment. Both parties agree that this signing bonus is non-pensionable. Further, both parties agree that this signing bonus is taxable, except that each employee, at his/her sole discretion, may elect to designate all or part of the signing bonus to be deposited into that employee's IRS Section 457 Deferred Compensation account.

ARTICLE 4. PLEDGE OF COOPERATION

Section 4.01 Pledge of Cooperation: The parties to this MOU realize that resolutions which are in the best interest of the Union, employees and District, in the long run, are largely identical and all parties will benefit by a continuous, peaceful relationship and intelligent, constructive efforts to resolve any differences that may arise.

Section 4.02 The District and the Union have entered into a partnership that will ensure efficient and profitable operations while pledging to work together to best serve the needs of the District's customers.

Section 4.03 Labor and Management Advisory Committee: The District and the General Unit agree to form a committee with the designated objective of maintaining and improving the District's capacity to attract and retain qualified personnel resources. The committee will meet at least semi-annually, e.g. May and November of each calendar year. The committee will be comprised of the General Manager and three or more Unit employees to ensure a representation of the various areas of service specialties and employment dynamics within the District, e.g. operations, customer service, entry level and seasoned. The employee members of this committee may invite their Union Business Representative to participate as needed.

The committee will exercise both a near-term and long-range focus on goals and means for maintaining and improving the District's capacity for attracting and retaining employees sufficiently qualified to meet the Districts current and future needs. Areas of focus will include compensation, professional development, lateral transfers/promotion and industry trends.

Committee meetings will normally be held at District facilities during normal business hours. The committee will draft and submit a written report of their findings and opinions to the RLECWD Board of Directors.

Section 4.04 Union Recognition of Membership: The District recognizes the Union as the exclusive bargaining representative for all Regular Full Time and Regular Part Time employees employed by the District in its General Unit, the classifications of which are set forth below. The District and the Union recognize the right of the employees to join the Union or not and will not interfere with that right.

General Unit Classifications:

1. Laborer
2. Water Utility Worker
3. Distribution System Operator I
4. Distribution System Operator II
5. Distribution System Operator III
6. Distribution System Operator III/Foreman
7. Operations Superintendent
8. Administrative Assistant
9. Customer Service Technician I
10. Customer Service Technician II
11. Customer Service Tech I /Conservation Coordinator
12. Accounting Specialist
13. Water System Operator
14. Water System Operator II
15. Water System Foreman
16. Water System Superintendent

The District shall notify the Union, in writing, of all new hires within seven (7) days after the initial hire date. The information provided by the District regarding new hires shall contain name, job title, department, work location, work, home, and personal cellular phone numbers, personal email on file with the District and home address. Notwithstanding the foregoing, District shall not disclose the personal email address, cellular and/or home phone number and/or home address of any employee who submits a written request that such information remain private. The District shall provide a list of all previously stated information for all employees working for the District in the covered classifications once every 120 days (January 1, May 1 and September 1 of every year), with the exception of those employees who have requested in writing that the information remain private.

When a new employee orientation is scheduled, the Union will receive an invitation to such at least

ten (10) days in advance of scheduled date of orientation, unless there is an unforeseeable urgent need requiring a shorter notice period, pursuant to California Government Code section 3556. District will allow the Union to meet with new employees hired into the bargaining unit for a total of 30 minutes during the employee orientation.

Payment of dues shall be by payroll deduction, after the District receives written authorization from the Union to make these deductions. Upon receipt of written certification by the Union that an employee has signed a deduction authorization, the District will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union and will remit such dues or fees to the Union. Payroll deductions for members authorizing dues deduction will become effective the first of the pay period following the date the District receives written authorization from the Union to make dues deductions. .

Employee requests to cancel or change deductions must be directed to the Union, rather than District. Payroll deductions will cease or be modified upon receipt of written certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees. Revocations or modifications of authorizations will become effective the first of the pay period following District's receipt of the written certification of revocation or modification. Neither the District nor the Union will discriminate against any Unit member because of the exercise of their statutory rights.

In accordance with Government Code section 1157.12, the Union agrees to hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employees pursuant to this memorandum of understanding

ARTICLE 5. CATEGORIES FOR APPOINTMENT

Section 5.01 The following categories of appointment may be made by the General Manager in conformity with the rules established:

- a. Regular Full-Time Employees. A regular full-time employee normally works at least forty (40) hours per week on a continuing indefinite basis. Such employees are subject to all District rules and policies and receive all benefits and rights as provided by this MOU.
- b. Regular Part-Time Employees. A regular part-time employee normally works less than 40 hours per week but works on a regularly scheduled basis. Such employees are subject to all District rules and policies and receive all benefits and rights as provided by this MOU. Unless otherwise provided in this MOU or required by law, those rights or benefits shall be in proportion to their work hours, when financial or other numerical calculations are involved.

- c. Temporary Employees. Temporary employees may be appointed by the General Manager for up to one hundred and twenty (120) days. Temporary employees serve at the will and pleasure of the General Manager and may be terminated with or without cause and without right of appeal, hearing or grievance. Temporary employees are ineligible for benefits.
- d. Contract Services. Except as provided hereinafter, District retains the right, in its sole discretion, to contract out of office and operational fieldwork. The General Manager, in his or her sole discretion, may authorize the contracting out of office services and operational field work to supplement Regular Employees, provided, however, District agrees that it will not subcontract if it would reduce the work level of employees employed as of the effective date of this MOU.

ARTICLE 6. PROBATIONARY PERIOD

Section 6.01 All regular appointments shall be tentative and subject to a probationary period fixed by the General Manager at the time of appointment of not less than six (6) months nor more than twelve (12) months. The probationary period may not be extended beyond the length of time initially established, unless mutually agreed to between the employee and General Manager.

Section 6.02 The probationary period shall be regarded as part of the selection process. It shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the position, and for rejecting a probationary employee whose performance does not meet acceptable standards of work.

Section 6.03 A performance report of each probationary employee shall be made by the General Manager. The employee performance valuation report shall be prepared by the General Manager upon the completion of the employee's third, and sixth month of employment. Thereafter, they shall be prepared every three months until the end of the probationary period.

Section 6.04 During the probationary period, an employee may be suspended, demoted, or terminated at any time by the General Manager without cause and without the right to appeal or to submit a grievance.

ARTICLE 7. WAGES

Section 7.01 Base pay for covered classifications shall be defined as the regular rate of pay for that classification exclusive of overtime, incentive or certification pay, bonuses or any other compensation, reimbursement or recompensation. The base pay shall be as set forth in the Wage Schedule for covered classifications, in Exhibit 'A',

- a. Employees shall receive a Cost of Living Adjustment (COLA) not to exceed three percent (3.0%) retroactive to the pay period immediately prior to December 1, 2024. A rollover credit of zero point nine percent (0.9%) will be consumed to be made available to augment

up to the maximum adjustment of 3%. Additional details and provisions applicable to COLAs is included in Exhibit A to this agreement.

Section 7.02 The District may establish new or consolidated employee classifications within the General unit; provided, however, it shall meet and confer with the Union concerning the appropriate wage rate prior to implementing the classification or classifications.

Section 7.03 District agrees to furnish the Union with one (1) copy of each job description presently established and of such up-to-date job description as it may prepare in the future for the classifications set forth in Exhibit "A" attached hereto.

Section 7.04 Mileage will be reimbursed when the employee is requested or required to use his or her own vehicle on District business. Such reimbursement shall be calculated at the current mileage rate established by the Internal Revenue Service for business use.

Section 7.05 Uniforms. When employees are required to wear uniforms as provided by the Employer, the cost of laundering and furnishing shall be borne by the Employer. The Employer will yearly replace any damaged, worn uniforms, at the cost of the Employer. The number of uniforms issued where applicable will be determined by the parties.

Section 7.06 An employee, when first appointed to a position in a classification shall be assigned to a step on the appropriate pay range based upon qualifications for the position. Following a satisfactory evaluation of the employee's performance on the anniversary date of his or her appointment to the position, the employee shall be advanced one step until reaching the highest step on the range.

Section 7.07 Regular hourly rated employees shall be eligible to receive incentive pay in addition to base pay, in accordance with the District's Certification Incentive Policy. Provided that the General Manager has determined that an employee's receipt of a certification serves the District's operational needs, employees who obtain approved certifications shall receive certification incentive pay in the following amounts:

- a. A one percent (1%) increase in the employees' base pay shall be granted for each grade level above the grade level stipulated in the job description for the following:
 1. State of California water treatment operator certification;
 2. State of California water distribution system operator certification;
 3. State of California Dept. of Motor Vehicles Class B license.
 4. Water Use Efficiency Practitioner Grade 1 certification.
- b. Where a backflow prevention assembly license is NOT included in the employee's current position description, a three percent (3%) increase over the employee's base rate shall be granted for a backflow prevention assembly tester license.

Certification incentive pay for receipt of pre-approved certifications/ licenses shall be granted in the first pay period following employee's receipt of the certification/license and in accordance with the policy set forth in the Personnel Handbook.

ARTICLE 8. HOURS OF WORK

Section 8.01 The work week will begin at 12:00 am on each Sunday and end at 11:59 p.m. on Saturday. Scheduling of working hours during each week shall be done by the General Manager for each employee.

Section 8.02 The standard work hours are 7:00 a.m. to 4:00 p.m. depending upon operational requirements. The standard work week will not exceed 40 hours. The GM reserves the right to make reasonable changes to the standard work week and to the standard work hours due unforeseen circumstances or for other business reasons at the GM's discretion with reasonable notice to employees to accommodate emergencies or workload changes. Flexible schedules will be considered and may be implemented when, in the GM's determination, such schedules meet the District's business needs.

Section 8.03 An employee shall be in attendance at scheduled working hours in accordance with these rules and general departmental or program regulations. All employees shall keep daily attendance records, which shall be approved by the employee's immediate supervisor and submitted for payroll as specified by the General Manager.

ARTICLE 9. PAYMENT OF WAGES

Section 9.01 Time of Payment; Except as otherwise mandated by law, all wages and salaries shall be paid on a biweekly basis.

Section 9.02 Overtime Work; Unless exempt, all employees shall be eligible for overtime pay as provided under California law and in the Federal Fair Labor Standards Act (FLSA). Overtime pay shall be paid for all time worked in excess of 40 hours during a workweek or in excess of eight (8) hours in a given day, pursuant to State law. The 40 hours in a week and 8 hours in a day criteria may be modified to accommodate 4/10s or 9/80 work schedules. An employee shall be paid for overtime work at rates that comply with state federal or local law . Failure to obtain preauthorization from the immediate supervisor before working overtime is a violation of the District's rules and could result in disciplinary action.

Section 9.03 Compensatory Time Off (CTO)

Employees shall have the option of payment for overtime in cash payment or in compensatory time off, all which shall be at the time and one-half (1-1/2) rate. Employees shall designate on their timecard for which the overtime is worked that they wish CTO. The maximum accrual for CTO. shall be 40 hours. Any unused CTO as of the last day of the last pay period in December, accrued

CTO shall be compensated in cash. If the Employee commences any unpaid leave of absence, including Worker's Compensation leave, accrued CTO. shall be paid in cash. If CTO. is not requested, the employee will be paid overtime in cash.

Section 9.04 Reporting pay: Employees not on Standby as described below who are called to work on their day off or called back to work after they have left the job, will receive no less than three (3) hours of pay at 1½ times the Employee's regular hourly rate (base pay plus applicable incentive or other additional compensation). If the Employee is on standby, the Employee shall receive no less than two(2) hours of pay at 1-½ times the employee's regular hourly rate of reporting pay per call-out. If the employees works more than the two (2) hours when they are called out, each hour of work shall be compensable at 1½ times the Employee's regular hourly rate. If the on-call employee can respond to more than one call in two hours or less while still in the service area for the first call, the applicable overtime duration would still be two hours.

ARTICLE 10. STANDBY DUTY AND PAY

Section 10.01 Compensation for assuming Standby Duty shall be \$50.00 per day Monday-Friday and \$75.00 Saturday and Sunday. Additionally, employees assigned Standby Duty on District observed holidays will be provided 8-or 9 hours of additional Floating Holiday paid leave for each full day of standby duty based on 9/80 schedule.

Section 10.02 To provide for and take care of problems and emergencies that occur outside regular work hours, certain employees shall be assigned to Standby Duty. Employees on Standby Duty are subject to call whenever needed. They shall keep themselves available for call and shall answer the after-hours emergency contact system. They shall keep assigned cellular phones in a location in which they can readily answer it at all times. The Standby employee must respond to after-hours emergencies within 30 minutes of call. Employees are expressly prohibited from being intoxicated while on Standby Duty.

ARTICLE 11. BOOT ALLOWANCE

Section 11.01 The District will provide up to \$300 as reimbursement for safety footwear in accordance with the Safety Footwear Policy in the Personnel Handbook. The effective date of increased reimbursement will be the first pay period following ratification of this MOU.

ARTICLE 12. TERMINATION PAY

Section 12.01 At the time an employee terminates employment with the District, the employee shall be compensated for all unused accrued vacation as provided in Article 17 of this MOU, at the employee's then current rate of pay.

ARTICLE 13. TRAVEL RELATED EXPENSES

Section 13.01 Employees traveling on District related business shall be eligible for reimbursement of pre-authorized travel expenses. Eligible travel-related expenses shall include, but not be limited to, the following:

- Transportation on public carriers such as airplanes, trains, buses and taxi cabs;
- Private vehicle use and commercially available rental vehicles;
- Overnight lodging at commercial establishments;
- Meals at restaurants and other food service establishments;
- Conference and seminar fees and charges;
- Business related telephone calls, faxes, postage, copy charges and related incidentals;
- Tolls and parking fees
- Such other expenses approved by a majority of the Board of Directors.

Section 13.02 Reimbursement for travel-related expenses shall be for actual costs subject to the following limitations:

- Reimbursement for meals not covered as part of the event or hotel registration fee shall be limited to the following amounts: Breakfast - \$13.00; Lunch - \$20.00; Dinner - \$30.00;
- Use of a personal vehicle: The current Internal Revenue Service (IRS) mileage rate for business travel shall be the only personal vehicle use expense eligible for reimbursement;
- Air and train travel shall be in an amount not to exceed the standard or coach fare;
- Entertainment or non-business-related events or expenses not provided as part of the conference fee shall not be eligible for reimbursement;
- Alcoholic beverages are not eligible for reimbursement;
- Meals and/or lodging provided in a private home are not eligible for reimbursement;
- Travel related expenses for a spouse or companion shall not be eligible for reimbursement;
- Rental vehicle reimbursement shall not exceed the midsize vehicle rate.

Section 13.03 Employees authorized to travel for District related business shall complete a claim form and provide supporting receipts in order to receive reimbursement. No reimbursement shall be made, unless a completed and signed claim form with corresponding receipts is submitted to the District office within ninety days of travel.

ARTICLE 14. BENEFIT PROGRAM DEFINED

Section 14.01 The District's benefit program for Regular Employees consists of the following:

- a. a group health insurance program which will be activated on the First day of the month following 1 month of continuous employment; and
- b. a retirement program that includes participation in the California Public Employees Retirement System (CalPERS) and a deferred compensation program.

Section 14.02 Medical Insurance During Service: Effective with the first pay period following MOU ratification, the District shall pay up to \$2029.98 per employee each month for the group medical, dental and vision insurance program offered by the District. The increase in the District's contribution for insurance premiums is retroactive to the premiums paid in November 2024. The District's maximum contribution will increase, if necessary, by up to 5% in November 2024. The percentage of increase is limited to the percentage of increase in premiums for the highest cost employee or 5%, whichever is less.

Section 14.03 Incentive For Opting Out Of District Provided Medical, Dental, Or Vision Insurance: Effective with the first open enrollment period following ratification of this MOU, the District will provide a taxable increase in monthly compensation to employees who are eligible to decline medical, dental or vision insurance because they are eligible for alternative coverage, e.g. via coverage provided by the employee's spouse or military service. The amount of incentive is \$400 per month for opting out of medical, dental and vision insurance. The amount of incentive for partial opt out will be \$400 minus the cost of insurance retained. For example; if the employee wishes to retain dental insurance through the District, the monthly cost of the employee's dental insurance is \$120/month. The incentive would be \$400 minus \$120; employee receives \$280 taxable monthly incentive.

Section 14.04 Medical Insurance During Retirement: Employees hired before January 1, 2003 (Tier One), and those who retire from the District, and who have attained the age of fifty (50) and have at least five (5) years of service with the District, shall be eligible for paid group medical plan coverage. Such paid coverage shall only be available to the eligible retiree and one eligible dependent in accordance with the terms of the medical plan provider. The District shall pay the cost of the eligible retiree and eligible dependent's medical plan premium, plus any additional costs for administrative fees and/or contingency reserve fund assessments subject to the vesting schedule (Schedule 1) for District paid retiree and eligible dependent medical insurance premium.

Employees hired by the District on, or after, January 1, 2003 (Tier Two), and also retire from the District, and who have attained the age of fifty (50) and service eligibility requirements set forth, below, in vesting Schedule 1, shall be subject to the terms in vesting Schedule 1 for District paid

retiree and one eligible dependent medical insurance premium:

Schedule 1

<u>Service</u>	<u>District Share</u>	<u>Retiree Share</u>
<u>0 – 9,9 Years</u>	<u>0 %</u>	<u>100 %</u>
<u>10 Years</u>	<u>50 %</u>	<u>50 %</u>
<u>11 Years</u>	<u>55 %</u>	<u>45 %</u>
<u>12 Years</u>	<u>60 %</u>	<u>40 %</u>
<u>13 Years</u>	<u>65 %</u>	<u>35 %</u>
<u>14 Years</u>	<u>70 %</u>	<u>30 %</u>
<u>15 Years</u>	<u>75 %</u>	<u>25 %</u>
<u>16 Years</u>	<u>80 %</u>	<u>20 %</u>
<u>17 Years</u>	<u>85 %</u>	<u>15 %</u>
<u>18 Years</u>	<u>90 %</u>	<u>10 %</u>
<u>19 Years</u>	<u>95 %</u>	<u>5 %</u>
<u>20 or more years</u>	<u>100 %</u>	<u>0 %</u>

Employees hired by the District on or after May 1, 2004 (Tier Three), and also retire from the District, and have attained the age of fifty (50) and have at least (5) years of service with the District, shall be eligible for paid group medical coverage for the retiree only.

The maximum contribution under Tiers One and Two shall be \$600 for Employee only coverage, and \$800 for Employee +1 coverage, the District's maximum monthly contribution for Tier Three employees hired after May 1, 2004, shall be \$300.

Employees hired by the District on or after January 1, 2013 (Tier Four), and who retire from the District, and who have attained the age of sixty-two (62) and have at least twenty (20) years of service with the District, shall be eligible for paid group medical plan coverage for the retiree only, in an amount not to exceed three hundred (\$300.00) per month.

Retiree Group Medical Plan Coverage for all retirees (Tiers One, Two, Three, and Four) shall end when the retiree becomes eligible for Medicare Coverage.

Employees will be enrolled in the California Public Employees Retirement System ("PERS") as required by the District's contract and law. The District shall be obligated to pay any contributions required of it as the employer to CalPERS. All employees' portions are pre-taxed.

The District and Employee shall each pay 3.5% of the normal member contribution as Employee Paid Member Contributions (EPMC) for CalPERS Classic employees, which currently consists of seven percent (7%) of gross wages. The employee shall pay any increase in EMPC CalPERS contribution rates.

Section 14.05 **PEPRA Employees** - For employees hired after January 1, 2013, who are defined as "New Members" under the Public Employee Pension Reform Act ("PEPRA"), the law prohibits Employer Paid Member Contributions. As such, the Employee must pay 100% of the member (employee) contributions. For New Members, as defined by PEPRA, employees, the District will contribute 3% (three percent) of the New Member's base hourly compensation to the employee's 457 Deferred Compensation Plan account. These employees, defined as New Members, are enrolled in the 2% at 62 formula for retirement.

Section 14.06 CalPERS Classic employees only: Uniform allowance is \$15.62 reported semi-monthly.

Section 14.07 The District has entered into a deferred compensation program for employees who wish to participate. Employees may contribute to the program as permitted by law and the contract. The District shall not contribute to the program.

Section 14.08 The Board reserves the right to review and revise the scope of coverage and payment of costs of the elements of the benefit program. The Union must be advised prior to the review or revision of any working condition change by the district at any time. Which includes but not limited to health care job class or any district policy that could come in conflict with the current M.O.U.

Section 14.09 Employee Life Insurance – To the extent feasible, the District will provide a group policy for \$50,000 in employee life insurance coverage, provided that such coverage may be subject to underwriting restrictions/denials delineated by the insurance providers. The District reserves the right to discontinue coverage should premiums increase to a level the District determines to be excessive.

ARTICLE 15. PAID HOLIDAYS

Section 15.01 Employees shall not be required to be in attendance on paid holidays. Paid holidays are authorized as follows:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31 st (adjusted)
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday of September
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving	Friday after 4 th Thursday
Veteran's Day	November 11 th (or when observed)
Christmas Eve (1/2 day)	December 24 th
Christmas Day	December 25 th

When March 31st falls on a Sunday, Monday or Tuesday, the holiday will be observed on the Monday. When March 31st falls on a Wednesday, Thursday Friday or Saturday, the holiday will be observed on Friday.

When an authorized paid holiday falls on a Saturday, the preceding Friday shall be observed as an authorized paid holiday and when an authorized paid holiday falls on a Sunday the following Monday shall be observed as an authorized paid holiday.

Section 15.02 Upon prior approval of the employee's immediate supervisor, a regular, non-probationary, employee may take two (2) "floating holidays" per calendar year. These floating holidays shall be with pay. Floating holidays shall be used in the year accrued and may not be carried over to a subsequent year or paid off.

ARTICLE 16. VACATION

Section 16.01 Vacation leave are days away from work provided by the District to employees with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. Vacation shall be administered in accordance with District policy as set forth in the District Personnel Handbook.

Section 16.02 Vacation Accrual Rates: Vacation will accrue at a rate which results in the following amounts of paid vacation a year:

1 st year of employment	40 hours per year	11 th year of employment	164 hours per year
2 nd year of employment	80 hours per year	12 th year of employment	168 hours per year
3 rd year of employment	88 hours per year	13 th year of employment	172 hours per year
4 th year of employment	96 hours per year	14 th year of employment	176 hours per year
5 th year of employment	120 hours per year	15 th year of employment	180 hours per year
6 th year of employment	128 hours per year	16 th year of employment	184 hours per year
7 th year of employment	136 hours per year	17 th year of employment	188 hours per year
8 th year of employment	144 hours per year	18 th year of employment	192 hours per year
9 th year of employment	152 hours per year	19 th year of employment	196 hours per year
10 th year of employment	160 hours per year	20 th year of employment	200 hours per year

- a. No employee may accrue more than three hundred (300) hours of vacation leave. Upon reaching the maximum accrual, vacation leave accrual shall cease until the accrual is reduced below the maximum by usage of vacation leave.
- b. No employee may accrue vacation leave during such time as the employee is not receiving wages from the District.

Section 16.03 Vacation schedules should be arranged as far in advance as possible. An employee should obtain the approval of his/her immediate supervisor at least one week prior to using vacation leave. A vacation schedule covering the following twelve months will be maintained, and scheduling conflicts will be resolved on the basis of the order of requests received. The District reserves the right to schedule vacations in accordance with its operating needs. No employee shall take vacation leave during the first six months of employment.

Section 16.04 At termination of employment for any reason, the District shall pay the employee

for accrued and unused vacation time at the employee's current hourly rate of pay.

ARTICLE 17. SICK LEAVE AND COMPASSIONATE LEAVE

Section 17.01 Sick leave is granted to provide financial security to employees by providing for salary continuation when the employee is unable to work because of illness, injury, or quarantine due to exposure to a contagious disease. In addition, it is granted to allow the employee to maintain his or her health by providing paid leave so that the employee can visit medical practitioners during normal working hours, subject to advance approval. Sick leave is not a privilege that an employee may use at his or her discretion. Sick leave shall be administered in accordance with District policy as set forth in the Personnel Handbook.

Section 17.02 Sick Leave Accrual:

- a. Regular full-time employees shall accrue sick leave, pro-rata, at a rate of ninety-six (96) hours per year, with a maximum accrual of two hundred seventy-five (275) hours.
- b. Regular part time employees shall accrue sick leave in accordance with the requirements of California law.
- c. No employee may accrue sick leave during such a time as the employee is not receiving wages from the District.
- d. Due to the timing of MOU ratification, each current Unit employee shall receive a one-time allocation of forty-eight (48) hours of sick leave upon ratification of the MOU, to allow for a total of ninety-six hours of sick leave accrual in the first year of the MOU.

Section 17.03 Compassionate leave with pay for funerals of members of the immediate family will be allowed when prior authorization has been granted by the General Manager. The maximum time off with pay will be in compliance with state law.

ARTICLE 18. OTHER LEAVES OF ABSENCE

Section 18.01 Leave of absence without pay may be granted in cases of emergency or where such absence would not be contrary to the best interests of the Rio Linda/Elverta Community Water District. Such leave is not a right, but a privilege. Employees on authorized leave of absence without pay may not extend such leave without the written approval of the General Manager. Leave of absence without pay for one week or less may be granted by the General Manager, depending upon the merit of the individual case. Leaves of absence without pay in excess of one-week duration shall be requested in writing prior to the leave and may be granted by the General Manager depending upon the merit of the case, but such leaves may not exceed four months. During any leave of absence, employee shall not accrue any vacation or sick leave time, and employee shall be responsible to pay for the cost of all benefits.

Section 18.02 Absence without leave shall be considered to be without pay, and reductions in

the employees' pay shall be made accordingly. Absence without leave for more than three consecutive days may result in termination of employment. Such termination shall not be subject to appeal.

Section 18.03 Leave without pay may be granted to a regular employee by the General Manager in the event of death to family members other than one of the immediate family, such leave granted in accordance with Article 21.

ARTICLE 19. JURY DUTY

Section 19.01 Employees required to report for jury duty shall be granted a leave of absence from their assigned duties until released by the Court. Employee serving on jury duty shall be paid by the District for up to two (2) weeks for serving on jury duty, provided the employee remits to the Rio Linda/Elverta Community Water District within thirty days from the termination of his/her jury service all fees received for such duties on the District paid days other than mileage and subsistence allowance.

ARTICLE 20. TRAINING AND CAREER DEVELOPMENT

Section 20.01 The General Manager or his/her designee is authorized and responsible for establishing a training program that provides all employees who require a license or certificate to perform critical District functions an opportunity to earn or maintain such a license or certificate. Further, the General Manager or his/her designee is authorized to establish a career development program that will enhance employee skills in accordance with the District's mission statement, values, goals and principles. Fees, tuition and expenses will be paid by the District as determined and approved by the General Manager.

The District shall pay for all testing and licenses required by the District for staff to perform their duties. The acquisition of licenses above the Grade or of a type not needed to perform duties required of the District will not be compensated.

ARTICLE 21. EXTRA CONTRACT AGREEMENT

Section 21.01 The District agrees not to enter into any agreement or contract with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Office procedures, safety and security policies, including computer and Internet security policies, are deemed not to conflict with this MOU. This article does not include independent contractors of the District.

Section 21.02 Notices to the Parties. Any required notices, grievances, reports, or filing as may be required, or as otherwise provided for in any provision of this MOU, shall be served by one party to the other as follows:

a. To the District by mailing (Certified Return Receipt) or receipted hand-delivery to:

Attention: General Manager

Rio Linda/Elverta Community Water District

730 L Street

Rio Linda, CA 95673 and

b. To the Union by mailing (Certified Return Receipt) or receipted hand-delivery to:

Attention:

Attention: Business Agent

General Teamster Local No. 150

7120 East Parkway

Sacramento, CA 95823

ARTICLE 22. WORK RULES

Section 22.01 Where the terms of the District's Policy Manual and this Memorandum Of Understanding are in conflict, the terms of the MOU shall prevail.

ARTICLE 23. UNION REPRESENTATIVES

Section 23.01 One (1) employee selected by the Union may attend scheduled negotiation meetings with District Management during regular hours without loss of pay. Such employee shall not leave his/her workstation or assignment without first securing approval of the General Manager. Such meetings shall be scheduled in a manner consistent with the District's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such negotiations at hours other than the employees' regular working hours.

Section 23.02 Duly authorized representatives of the Union shall be permitted to enter the District for the purpose of transacting Union business and observing conditions under which employees are employed, provided that no interference with the work of any employee shall result. The Union representative shall, upon arrival at the Employer's facility, notify the General Manager or designee prior to conducting union business. Any Union representative on District property for the purpose of conducting Union business must comply with all safety regulations or requirements of the District. This provision shall be administered in good faith and in a reasonable manner.

Section 23.03 Union stewards shall perform their functions or Union-related activities on their own time. However, if a meeting is mutually agreed to with the Union steward and Management during the Union steward's work shift, the Employer will pay for that time. If the Union wishes to schedule a meeting with an employee during the Union steward's work shift, release time will not be unreasonably denied.

The Union shall provide the District with the names in writing of the employee representatives within fifteen (15) days after passing requirements. The union business shall include, but not be limited to, investigating grievances, helping and informing employees of the rights under the Agreement, and meetings held in conjunction with the Agreement.

Section 23.04 Bulletin Boards

- a. The Union shall be given bulletin board space in an area designated by the District.
- b. The Union agrees that it will not post any materials that are disparaging of the Employer or its employees. The Union will deliver a copy to the General Manager upon posting new material.
- c. If the Employer removes a Union item, it will contact the Union and meet and confer over the objection.

PEACEFUL PERFORMANCE OF DISTRICT SERVICES

Section 23.05 There shall be no strike (including sympathy strikes), picketing, slowdowns or other stoppage of work by union employees and no lockout by the District during the life of this Memorandum of Understanding.

ARTICLE 24. HEALTH AND SAFETY

Section 24.01 The District will comply with state and federal law and regulations relating to Occupational Safety and Health and endeavor to provide a safe and healthful work environment. Likewise, it is the duty of each employee to comply with all health and safety regulations of the District and to practice good safety habits in the performance of their duties.

ARTICLE 25. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 25.01 It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Section 25.02 Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and approved and implemented by the District's Board of Directors.

Section 25.03 The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 26. SUCCESSORS

Section 26.01 If the District is sold or assumed, or if an agreement is reached to merge the District with another employer, the District will notify the Union in writing at least ten (10) days prior to the effective date of the sale, assumption or merger. Upon request, the District will meet at the Union's request to engage in good faith bargaining over the impact of such sale, assumption or merger, as required by law.

Section 26.02 The District also agrees that as part of any sale, assumption, transfer and/or merger, the District will negotiate that the entity buying, assuming, and/or otherwise acquiring all or part of the District will reorganize the union and terms and conditions set forth herein.

ARTICLE 27. SAVINGS CLAUSE

Section 27.01 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article in the Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Article of this Agreement. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision and attempt to reach a valid agreement.

ARTICLE 28. CONTINUED EMPLOYMENT

Section 28.01 Continued employment with Rio Linda/Elverta Community Water District shall be subject to good behavior, satisfactory work performance, and availability of funds.

ARTICLE 29. TERMINATION OF EMPLOYMENT

Section 29.01 An employee wishing to leave the services of the Rio Linda/Elverta Community Water District in good standing either by resignation or retirement shall give the supervisor at least two weeks' notice.

Section 29.02 An employee's position may be terminated by the General Manager because of changes of duties or organization, abolishment of position, shortage of work or funds, or completion of work. In cases involving Regular Employees only, notice of such terminations will be given to the employee at least two (2) weeks prior to the effective date of termination, unless the employee agrees to a different termination period. Such termination shall not be subject to appeal, but the employee shall be given priority consideration for any other position with the District which is vacant at the time the Employee is terminated for which the Employee is qualified.

ARTICLE 30. DISCIPLINARY ACTION

Section 30.01 The provisions of this Article shall apply only to Regular Employees. Probationary and Temporary employees serve at the will and pleasure of the General Manager and may be disciplined, up to, and including, termination with or without cause and without right of appeal, hearing or grievance.

Section 30.02 Whenever an employee's performance, attitude, work habits, or personal conduct at any time falls below a desirable level, the General Manager is expected to inform employees promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, an incident may justify severe disciplinary action; the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct. Any instance of disciplinary action shall be documented in the employee's personnel file. As used in this chapter "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, disciplinary probation, or suspension.

Section 30.03 Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- a. Failure to meet prescribed standards of work, morality, and ethics to an extent that makes an employee unsuitable for employment.
- b. Theft or malicious destruction of the Rio Linda/Elverta Community Water District's property or the property of customers of the District.
- c. Incompetency, inefficiency, or repeated negligence in the performance of duty.
- d. Insubordination/willful disobedience.
- e. Dishonesty.
- f. Inexcusable neglect of duty.
- g. Illegal political activity.
- h. Discourteous treatment of the public or other employees.
- i. Misuse of District property.
- j. Conviction of a criminal offense.
- k. Notoriously disgraceful personal conduct.
- l. Unauthorized absences or abuse of leave privileges.
- m. Acceptance or receipt of any gift, whether in the form of money, services, loan, travel, entertainment, promise, or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence the employee or could reasonably be expected to influence him, in the performance of job duties or could reasonably be regarded

as a reward for any action on his part.

- n. Falsification, alteration or manipulation of records or use of position for personal advantage or for the advantage of others.
- o. Drunkenness or use of alcohol or any substance which impairs performance while on duty including Standby duty.
- p. Unlawful use, sale or possession of narcotics or other proscribed drugs.
- q. Violation of any provisions of this MOU, as approved by the Board of Directors or adopted by the General Manager.
- r. Engaging in harassment or sexual harassment.
- s. Other behavior during which is of such nature that causes discredit to the Rio Linda Elverta Community Water District.

Section 30.04 The General Manager may take disciplinary action against an employee under their control for one or more of the reasons for discipline specified in this chapter by notifying the employee in writing with at least two days' notice prior to the proposed action of the following:

- a. The nature of the proposed disciplinary action.
- b. A statement of reasons for the proposed action.
- c. A statement that any available/accessible documents or materials upon which the proposed disciplinary action is based are attached for an employee's review.
- d. A statement indicating the proposed effective date for the disciplinary action and that the employee may respond orally or in writing prior to that date.

At the time the General Manager presents the employee with the proposed disciplinary action, the employee shall acknowledge receipt of the proposed disciplinary action by signing the document outlining the items listed in Section 34.04. Such acknowledgement of receipt of the proposed disciplinary action will not be deemed an admission of guilt. If the employee refuses or otherwise fails to acknowledge receipt of the proposed disciplinary action, this in and of itself is grounds for further disciplinary action, including termination of employment.

The General Manager shall review any responses from the employee. If no response is received or the response is deemed inadequate to alter the proposed action, then the disciplinary action may be carried out. If the proposed action is to be suspension or discharge, the employee may be relieved of duty while continuing to receive pay and other benefits until the disciplinary action is effective. Disciplinary action against regular employees is valid only if a written notice is served on the employee and said written notice includes:

- a. A statement of the nature of the disciplinary action;
- b. The effective date of the penalty;
- c. A statement of the causes therefore;

- d. A statement in ordinary language of the facts upon which the causes are based; and
- e. A statement advising the employee of his right of response or appeal from such action, if any.

Section 30.05 Summary of the Forms of Disciplinary Action

- a. Oral Reprimand - Employees receiving a oral reprimand will have it noted in their personnel file by the General Manager in the form of a memorandum or letter.
- b. Written Reprimand - Employees receiving a written reprimand shall have a copy of their reprimand filed in their personnel file.
- c. Disciplinary Probation Period - Employees placed on disciplinary probation shall not use paid personal leave or earn time for salary review while on such probation and the rules governing regular probationary periods shall govern.
- d. Suspension - Employees suspended from employment shall forfeit all rights, privileges, benefits, and salary while on such suspension with the exception of group insurance benefits.
- e. Discharge - Employees terminated for disciplinary reasons shall be paid salary accumulated to the effective date of termination only.

Section 30.06 Unless otherwise specifically stated in these rules, any regular employee shall have the right of appeal to the Board of Directors for any disciplinary action taken pursuant to the provisions of this chapter. Such an appeal must be filed with the District's General Counsel and General Manager within twenty (20) working days after receiving the written notice of such disciplinary action; failure to file an appeal within such time constitutes the waiver of the right to appeal. The appeal must be in writing, must be verified before a Notary Public, must be made under penalty of perjury, and must state specifically the reason upon which it is based. District General Counsel shall cause such an appeal to be investigated and shall submit a report to the Board of Directors. Neither the provisions of this section or this chapter shall apply to reductions in force or reductions in pay that are part of a general plan to reduce staffing levels or adjust salaries and wages.

Section 30.07 The Board of Directors shall conduct a hearing on an appeal filed in accordance with this chapter within thirty (30) days after the appeal is filed with District Counsel. The Board may continue the hearing either for the convenience of the District or upon written application of the appellant, for a period not to exceed an additional thirty (30) days, unless mutually agreed to by the parties. Written notice of the time and place of the hearing and any continuance thereof shall be given to the appellant and the General Manager. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of the Government Code, and the parties may submit all proper and confident evidence against or in support of the

causes of the disciplinary action, but it shall be a rebuttable presumption that the statement of the causes is true.

- a. The appellant may appear in person or be represented by a person of his or her choice.
- b. The Board of Directors shall issue notices for the appearances of witnesses for the appellant upon written request and at his/her cost, said cost to be prepaid.
- c. Failure of the appellant or his/her representative to appear at the hearing shall be deemed a withdrawal of his/her appeal and the disciplinary action shall be final.
- d. The Board of Directors shall make a written decision within 30 days after concluding the hearing. The Board's decision shall be final and conclusive. A copy of this decision shall be forwarded to appellant. If a disciplinary action taken against the employee is reversed or modified by the Board, the employee may be compensated in whole or in part, for the time lost as determined by the Board.

Section 30.08 In the interest of preventing undue embarrassment and subsequent loss of ability to perform work effectively, the following policy will prevail regarding the release of information to the public on personnel actions:

- a. No information will be released without the prior approval of the General Manager.
- b. No information will be released until final action has been determined and taken.
- c. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.
- d. If the employee or his representative makes detailed information available to others, then the General Manager may make any information on the employee available to the public as he deems it to be in the best interest of the District.

ARTICLE 31. SENIORITY

Section 31.01 Probation. A probationary employee shall have no seniority rights.

Section 31.02 Layoff.

- a. The order of Layoff of regular employees shall be determined by the General Manager based on skill, ability and performance. Where skill, ability and performance are substantially equal, the order of layoff shall be based on seniority in the affected classification.
- b. Recall from layoff shall be in inverse order of layoff, provided the General Manager determines that the employee being recalled has the skill and ability to perform in the vacant position.
- c. The District shall make reasonable efforts to notify the Union at least four (4) weeks in advance of the effective date of a layoff, provided however, in the event that a decision to impose a layoff occurs less than four (4) weeks from the effective date, the District shall

notify the Union within twenty-four (24) hours of the decision. Upon request, the District shall meet and confer with the Union over the effects of a layoff.

- d. Four (4) weeks of notice, or severance pay in lieu thereof, will be provided to Regular Full-time and Regular Part-time employees whose employment is terminated as a result of a layoff. Payment will be at the employee's then-current base rate. Severance pay for Regular Part-Time employees will be prorated base upon time they are regularly scheduled to work. Effective beginning the date of this Agreement, an employee who is laid off, receives severance pay and is returned to work before the period which severance pay covered, shall have their future entitlement for severance pay adjusted accordingly.

Section 31.03 An employee's seniority will be lost upon:

- a. Voluntary quit
- b. Discharge.
- c. Failure to report to work within three (3) days after receipt by the employee of a notice of recall from layoff, mailed by the District by certified or registered mail or by telegram to the employee's last address given to the District, unless within such period an employee obtains permission from the District to report at a later time
- d. Layoff for twelve (12) consecutive months.
- e. Failure to report for work upon the expiration of a leave of absence, unless such absence is authorized.
- f. If absent from work, failure to contact the General Manager within three (3) working days regarding the reasons for such absence ("no call/no show").

ARTICLE 32. GRIEVANCE PROCEDURE

Section 32.01 The grievance procedure serves to (1) promote improved employer-employee relations, (2) afford employees individually a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions, (3) to provide that grievances shall be settled as near as possible to the point of origin, and (4) to provide that grievances shall be heard and settled as informally as possible.

Section 32.02 Any Regular employee shall have the right to present a grievance regarding wages, hours, and working conditions, except that matters subject to the provisions of Article 35 (disciplinary actions) shall not be subject to the grievance procedure.

Section 32.03 No employee will be retaliated against for filing a grievance or participating in an investigation following a grievance complaint.

Section 32.04 Informal Resolution of Issues. Before filing a grievance, if appropriate, a Regular Employee with a complaint is encouraged to attempt to resolve the matter through informal avenues by discussing the issue promptly with the Manager.

Section 32.05 If an informal resolution is not appropriate or does not work, grievances shall be presented to the General Manager promptly, but no more than ten (10) days after the occurrence of the act, condition, or conduct that is being grieved. Upon receiving the grievance, the General Manager shall discuss the grievance with the employee, the Union and with any other appropriate persons. The General Manager may designate a fact-finding committee or the General Counsel to advise him concerning the grievance. The decision of the General Manager shall be final and shall be rendered within thirty (30) calendar days from receipt of the grievance and shall set forth, in writing, the reasons upon which the decision is based.

Section 32.06 The time limits specified above may be extended to a definite date by written mutual agreement of the Union and the reviewer concerned.

Section 32.07 When an employee has a grievance against the General Manager, the procedures described herein above shall be used except that the duties of General Manager, as they relate to the Grievance Procedure, shall be performed by the Board of Directors. The Board may appoint the General Counsel or a fact-finding committee to advise it concerning the grievance.

ARTICLE 33. DRESS CODE

Section 33.01 The District's professional atmosphere is maintained, in part, by the image that employees present to residents, customers and vendors. Employees are asked to use their best judgment and common sense with regard to their dress and appearance and are expected to present a professional image. Employees should dress conservatively, in good taste, and according to the requirements of their position. Attention should be paid to safety, District image, and customer interaction. If you have any questions as to what constitutes proper attire, please consult your General Manager before wearing the attire. Listed below are several guidelines that will assist you in making these determinations.

Clothing should be conservative, modest, clean, professional, and in good condition. Garments of employees must cover the body to avoid unnecessary exposure. Shorts, Spandex type clothing, halters, abbreviated tops, tank tops, undershirts, torn Levi's, sandals, and any articles of clothing displaying cartoons or language that might be considered offensive are not to be worn. However, employees may wear walking shorts (that are no more than two inches above the knee) so long as they receive the approval of their General Manager. Approval

will generally be denied in those cases where the employee will have to work in the field or attend business meetings on behalf of the District. Shirts and dresses must be long enough to avoid exposure of undergarments. Visible facial and body piercing are not allowed. Hair must be kept in a neat and professional style. Mustaches and beards must be neatly trimmed. Tattoos deemed offensive must be covered at all times.

In the event that inappropriate attire is worn to work, the employee will be asked to leave the workplace and promptly return to work in appropriate attire. The amount of time missed from work to travel and change clothing will be unpaid time, unless the employee elects to utilize accrued vacation.

ARTICLE 34. DURATION OF AGREEMENT

Section 34.01 Except as herein provided, this Memorandum of Understanding shall be in effect upon execution by all parties and until 12 o'clock midnight on November 12, 2024.

Section 34.02 In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, ninety (90) days prior to the termination date of this Agreement, its written request to commence negotiations, and, to the extent reasonably possible, its full and entire written proposal for such successor Memorandum of Understanding. Upon receipt of such written notice and proposals, negotiations shall begin thereafter not later than sixty (60) days prior to the termination date of this Agreement.

ARTICLE 35. SIGNATURES

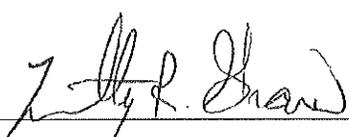
IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Memorandum of Understanding this _____ the day of June, 2025.

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

Rio Linda Elverta Community Water District

Teamster Local 150

By: _____
Christopher Gifford Board President

By: 
Timothy R. Shaw, General Manager

By: 
Rocio Richards, Teamster Local 150 Representative

Approved as to form only:

By: _____
RLECWD Legal Counsel

EXHIBIT A

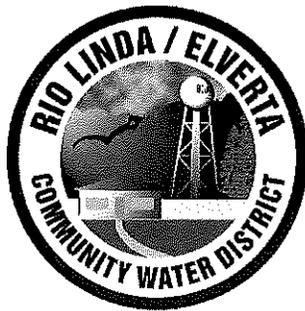
Rio Linda/Elverta Salary Schedule Effective November 24, 2024

Rio Linda/Elverta Community Water District
Publicly Available Pay Schedule per CCR Section 570.5
COLA 3.0% Effective Date: 11/24/2024

Classification/Position Title	Contract Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Time Basis
Admin Assistant		\$29.37	\$30.54	\$31.76	\$33.03	\$34.35	\$35.73	Hourly
Accounting Specialist		\$33.34	\$34.67	\$36.06	\$37.50	\$39.00	\$40.56	Hourly
Conservation Coordinator/Customer Service Tech 1		\$25.40	\$26.42	\$27.47	\$28.57	\$29.71	\$30.90	Hourly
Customer Service Tech 1		\$25.40	\$26.42	\$27.47	\$28.57	\$29.71	\$30.90	Hourly
Customer Service Tech 2		\$29.28	\$30.45	\$31.67	\$32.94	\$34.26	\$35.63	Hourly
Distribution System Operator 1		\$22.74	\$23.65	\$24.60	\$25.58	\$26.61	\$27.67	Hourly
Distribution System Operator 2		\$26.72	\$27.79	\$28.90	\$30.05	\$31.26	\$32.51	Hourly
Distribution System Operator 3 (Vacant)		\$32.03	\$33.31	\$34.65	\$36.03	\$37.47	\$38.97	Hourly
Distribution System Operator 3/Foreman (Vacant)		\$35.99	\$37.43	\$38.92	\$40.48	\$42.10	\$43.79	Hourly
Laborer (Vacant)		\$17.48	\$18.18	\$18.91	\$19.66	\$20.45	\$21.27	Hourly
Operations Superintendent (Salaried) (Vacant)		\$96,327.60	\$100,180.70	\$104,187.93	\$108,355.45	\$112,689.67	\$117,197.25	Annual
Utility Worker		\$20.13	\$20.93	\$21.77	\$22.64	\$23.54	\$24.49	Hourly
Treatment Water System Operator 1 (Vacant)		\$34.12	\$35.49	\$36.91	\$38.38	\$39.92	\$41.52	Hourly
Treatment-Water System Operator 2		\$39.60	\$41.19	\$42.84	\$44.55	\$46.33	\$48.18	Hourly
Treatment-Distribution System Foreman		\$42.39	\$44.09	\$45.85	\$47.69	\$49.60	\$51.58	Hourly
Treatment-Water SuperIntendent		\$53.27	\$55.40	\$57.62	\$59.92	\$62.32	\$64.81	Hourly
Treatment-Water SuperIntendent-Salaried		\$112,953.79	\$117,471.94	\$122,170.82	\$127,057.65	\$132,139.95	\$137,425.55	Annual

Employees shall receive the following COLAs:

Cost of Living Adjustments will be provided on or immediately before December 1, 2025 at the percentage set by the United States Department of Labor, Bureau of Labor Statistics, utilizing the Consumer Price Index for Western Urban Consumers (CPI-U) for the 12-month period ending in October of each adjustment year provided that COLAs shall not exceed three percent (3%) in any one year. However, if the CPI-U percentage increase is greater than 3 % in any one year, the amount over 3% shall be available as a "credit" to be applied if the CPI-U increase is less than 3% in any subsequent year of the term of this MOU.



**Information Items
Agenda Item: 5.2**

Date: June 23, 2025

Subject: Board Reports

Staff Contact: Timothy R. Shaw, General Manager

BOARD REPORTS

- 5.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065
- 5.2.2. Sacramento Groundwater Authority – Liverett/Cline
- 5.2.3. Executive Committee – Young/Liverett
- 5.2.4. ACWA/JPIA – Cline
- 5.2.5. Diamond Communications Contract Ad Hoc Committee (Liverett / Gifford)



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**SACRAMENTO GROUNDWATER AUTHORITY
MEETING OF THE BOARD OF DIRECTORS**

**Thursday, June 12, 2025
at 9:00 a.m.**

**2295 Gateway Oaks, Suite 100
Sacramento, CA 95833
(916) 967-7692**

The Board will discuss all items on this agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on this agenda but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.

IMPORTANT NOTICE REGARDING VIRTUAL PUBLIC PARTICIPATION:

The Sacramento Groundwater Authority currently provides in person as well as virtual public participation via the Zoom link below until further notice. The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker.

Join Zoom Meeting

<https://us06web.zoom.us/j/86234537375>

Meeting ID: 862 3453 7375 Passcode: 955951

Dial by your location

+1 669 444 9171 US or +1 669 900 6833 US (San Jose)

If we experience technical difficulties and the Zoom link drops and you are no longer able to connect to the Board meeting, please dial 1-877-654-0338 – Guest Code 198

Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection on SGA's website. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact jpeifer@rwah2o.org. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. **PUBLIC COMMENT:** Members of the public who wish to address the Board may do so at this time. Please keep your comments to less than three minutes.

3. CONSENT CALENDAR:

All items listed under the Consent Calendar are considered and acted upon by one motion. Anyone may request an item be removed for separate consideration.

3.1 Approve the draft meeting minutes of April 10, 2025, SGA Board Meeting

3.2 Approve Change Order 2025-02 to West Yost Agreement

3.3 Approve Change Order 2024-02 to Woodard & Curran Agreement

Action: Approve Consent Calendar items as presented

4. INFORMATION: SACRAMENTO REGIONAL WATER BANK AND WATER ACCOUNTING SYSTEM UPDATES

Presenter: Trevor Joseph, Manager of Technical Services

5. INFORMATION: SGMA GRANT UPDATE

Presenter: Raiyna Villaseñor, Senior Project Manager

6. INFORMATION: LEGISLATIVE UPDATE

Presenter: Ryan Ojakian, Manager of Government Affairs

7. EXECUTIVE DIRECTOR'S REPORT

8. DIRECTORS' COMMENTS

ADJOURNMENT

Next SGA Board of Director's Meetings:

August 14, 2025, 9:00 a.m. at the RWA/SGA office, 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833. The location is subject to change.

Notification will be emailed when the SGA electronic packet is complete and posted on the SGA website at <https://www.sgah2o.org/meetings/board-meetings/>

Posted on: June 6, 2025

Ashley Flores
Ashley Flores, CMC, Board Clerk

Minutes
Rio Linda / Elverta Community Water District
Executive Committee

June 11, 2025 @ 6:00 P.M.
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Visitors / Depot Center
 6730 Front St.
 Rio Linda, CA 95673

Call to Order: 6:00 P.M.

This meeting was attended by Director Liverett, Director Young, General Manager Tim Shaw, Accounting Specialist Deborah Denning, and Contract District Engineer Mike Vasquez. One public member was present at the start of the meeting. A second public member joined the meeting at approximately 6:10 P.M.

Public Comment: Director Young invited public comments. No response.

Items for Discussion:

1.	Contract District Engineer's Update.
<i>The Contract District Engineer presented his written report and expounded upon the annual pipe replacement program correspondence with Sacramento County, Well #15 treatment plant design, water use objectives submittal and the Urban Water Management Plan update. Directors Liverett and Young engaged in Q&A with the Contract District Engineer regarding each element of his report.</i>	
2.	Discuss the Hexavalent Chromium Compliance Plan Progress.
<i>The Contract District Engineer presented his written report and reviewed the state mandate for submitting the plan to the state. The Contract District Engineer provided a summary of elements in the draft plan.</i>	
<i>An item will be placed on the June 23rd Board agenda to allow discussion to the Hexavalent Chromium Compliance Plan by the entire Board.</i>	
3.	Discuss the Scheduled Adjustments to RLECWD Rates Effective 7/1/2025, Which Will be Considered by the RLECWD Board at the 6-23-2025 meeting.
<i>The General Manager presented his written report and summarized the goals, objectives, and compliance issues associated with confirming each year of adjustment in the multi-year (2021-2025) rate structure. The General Manager further summarized recent Board discussion on the Board rescinding its long-term effort to create an Administrative Manager position and the impact of rates for eliminated the Administrative Manager position from the rate study Cost of Service Analysis. Such discussion transitioned to the materials from the Rate Study consultant, which essentially recommends a 0.5% increase on 7-1-2025 instead of a 4.5% increase as indicated in Resolution 2021-03.</i>	
<i>One public member asserted that the Board had already taken action to terminate the Administrative Manager Position. (GM refuted). The other public member asserted that the District would have to do a prop 218 protest process to raise rates (GM corrected and clarified the misstatements).</i>	
<i>An item will be placed on the June 23rd Board agenda to allow Board Consideration of the rates to become effective on 7-1-2025. Director Liverett stated she would not make a recommendation now because she needs more research.</i>	
4.	Discuss the Preliminary Budget for Fiscal Year 2025/2026.
<i>The General Manager presented his written report and explained the practical aspects of the District preliminary budget adoption then final budget adoption policies. The Executive Committee engaged in general discussion of the line items that are increasing and/or not required every year (e.g., the Urban Water Management Plan. A public member asserted the line item for the Urban Water Management Plan update is too much money and further asserted that it should be done in-house because it should be easy to simply update the 2020 plan. The GM and the Contract Engineer corrected the false presumptions expressed by the public member.</i>	
<i>The fiscal year 2025/2026 preliminary budget will be included in the June 23rd Board agenda.</i>	
5.	Discuss the Processes and Roles for the Annual Performance Review of the General Manager.

The General Manager presented his written report and illustrated the different approaches the Board has taken for the last several annual performance reviews. Director Young shared her insights on the effectiveness of last year's Board elected process and justifications therefor.

The Executive Committee forwarded this item onto the June 23rd Board agenda with the Committee's recommendation for following the same process / methods as last year and further recommends the same Board Members assignments (Cline and Young).

6. Discuss the Sacramento County LAFCo Nomination Package.

The General Manager presented his written report and explained the recurring nature of this interaction between LAFCo and the special districts in Sacramento County.

The Executive Committee forwarded the item onto the June 23rd Board agenda, and the Committee recommends the Board nominate Directors Liverett and Cline to represent RLECWD.

7. Discuss Expenditures for April 2025.

A public member commented on the lack of funding and spending on conservation. The GM responded to explain the lack of justification in the Water Use Efficiency mandate realm .

The Executive Committee recommends the Board approve the April Expenditures Report.

8. Discuss Financial Reports for April 2025.

The Executive Committee recommends the Board approve the April Financial Report.

Directors' and General Manager Comments:

Director Liverett handed out a document pertaining to recommended employee – employer relations changes (e.g. implementation of "Position Impact and Priority scoring, classification of employee roles as Essential, Supportive or Redundant, organizational fitness assessments, and a review of individual employee suitability, whose ability to handle stress of public-facing and team-integrated duties should be evaluated in light of recent incidents".

Although the handout document was not associated with any item on the 6-11-2025 agenda, the document instructs that Director Liverett is requesting an agenda item on the 6-23-2025 Board agenda to discuss the elements conveyed in her handout document.

Compliance with the Ralph M. Brown act requires that the handout document be appended to the packets originally posted for the 6-11-2025 meeting.

Items Requested for Next Month's Committee Agenda: None.

Adjournment : 6:50 P.M.



Agenda Item: 6

Date: June 23, 2025

Subject: Public Comment for Closed Session

Staff Contact: Timothy R. Shaw, General Manager

6. PUBLIC COMMENT FOR CLOSED SESSION

Public comment for closed session items only. The public is invited to comment on any item listed on the closed session agenda. Each speaker is limited to 2 minutes.



**Closed Session
Agenda Item: 7**

Date: June 23, 2025

Subject: Closed Session

Staff Contact: Timothy R. Shaw, General Manager

7 CLOSED SESSION - The Board of Directors will convene to Closed Session to discuss the following items.

7.1 – Conference with Legal Counsel – Anticipated Litigation
Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to § 54956.9(b): one case, alleged Brown Act violation based on May 30, 2025 Complaint Filed by Teamsters Local 150 Based on Social Media Activity by Multiple Directors.



**Reconvene Open Session
Agenda Item: 8**

Date: June 23, 2025

Subject: Report of Action Taken in Closed Session

Staff Contact: Timothy R. Shaw, General Manager

8. Return to Open Session, Report of Action Taken in Closed Session, Authorize Response

Announce any reportable actions authorized in closed session.

8.1 Discuss and Consider Authorizing Board President to Sign Letter of Unconditional Commitment to Cease and Desist from Future Brown Act Violations in Response to May 30, 2025 Complaint Filed by Teamsters Local 150 Based on Social Media Activity by Multiple Directors.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline: _____ Gifford: _____ Green _____ Liverett _____ Young _____.

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



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**Items for Discussion and Action
Agenda Item: 8.1**

Date: June 23, 2025

Subject: RLECWD Board Response to Brown Act Cease and Desist Letter

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A, this item was not discussed at Committee.

Current Background and Justification:

Legal Counsel has directed Board consideration of this response pursuant to Section 54960 of the Government Code

Conclusion:

Sample motion: Move to authorize the RLECWD Board response to the cease and desist letter from Teamsters on 5-30-2025.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Liverett _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RIO LINDA ELVERTA



WWW.RLECWD.COM
QUESTIONS@RLECWD.COM

COMMUNITY WATER DISTRICT

Telephone
(916) 991-1000

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RLECWD
730 L Street
Rio Linda, CA 95673-3433

June 23, 2025

Rocio Richards, Teamsters Local 150
7120 East Parkway
Sacramento, CA 95823

Re: RLECWD Board Response to Teamster's Cease and Desist, dated May 30, 2025

Rocio Richards:

The Rio Linda Elverta Community Water District ("District") has received your cease and desist letter dated May 30, 2025 alleging that the following described past action of the legislative body violates the Ralph M. Brown Act:

A reaction by Director Vicki Young to a social media post on Facebook made by Director Maria Liverett.

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the District Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above.

The District Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment or may be mailed to an address that you have designated in writing.

Sincerely,

Chris Gifford, RLECWD Board President